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THE
SOLICITORS' JOURNAL

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CURRENT TOPICS

Victims of Crimes of Violence

THE report of the Working Party on Compensation for Victims of Crimes of Violence is excellent and we do not support the strictures of those who complain that they have reached no conclusion ; that was not their job. The Working Party have examined with great care and lack of passion the implications and repercussions of schemes, which most people emotionally would support, for compensating the innocent victims of violent criminals. The Working Party lay down certain criteria which a scheme for State compensation should satisfy. First, it must be possible to justify it on grounds which do not postulate State liability for the consequences of all crimes, whether against the person or against property. Secondly, it must provide effective practical means of distinguishing the types of crime for which compensation is to be paid from those for which it is not. Thirdly, it must provide means of distinguishing the deserving claimant from the undeserving or fraudulent which will both be effective in operation and appear manifestly fair. Fourthly, it must not prejudice the work of the criminal courts or of the police. Fifthly, it must not have undesirable repercussions on the National Insurance or Industrial Injuries Schemes and, finally, the cost of administration must not be disproportionately high. Two principal alternatives emerge : one is to devise a scheme similar to the Industrial Injuries Scheme whereby personal injury caused by certain crimes would qualify for benefit, while the other is to give an injured person a right, akin to that contained in the Riot (Damages) Act, 1886, to sue the Home Secretary for damages. Each scheme has its advantages and disadvantages, which are faithfully set out in the report, but we have little doubt that the balance is in favour of extending the Industrial Injuries Scheme. We shall publish an extensive analysis of the report in due course.

Contemporary Solicitors

WE recommend those solicitors who are inclined to be completely up to date, if not somewhat futurist, in their office furnishings to go to the Design Centre at 28 Haymarket, London, S.W.1, between now and 22nd July, and there see a display of what some think the modern solicitor's office should look like. In fairness, we must warn the traditionalists that they will find little to applaud and much to scoff at, but even they will see some ideas which they might never have thought of for themselves. At the worst the display stimulates those who see it to look at their existing arrangements with a critical eye and at the best it may help them to realise that what was good enough for grandfather is not

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necessarily good enough for us. As a profession we are trying to erase from the mind of the public the image of ourselves as dry-as-dust fuddy-duddies. We concede that not all of us will be willing to go as far as the Design Centre would have us go—particularly to the extent of having cosy little tea-table conferences round an electric fire at one end of our office—but the display as a whole is a challenge to the bare and/or traditional furnishings and décor to which we are accustomed. The Design Centre is open on Mondays, Tuesdays, Fridays and Saturdays from 9.30 a.m. to 5.30 p.m. and on Wednesdays and Thursdays from 9.30 a.m. to 9 p.m. A photograph of a partner's office as set up at the Centre appears on p. 582 of this issue.

"Family Solicitor"

GRANADA'S first incursion into a solicitor's office can be credited as a success and we look forward to seeing how the series develops. Possibly the presence of a refugee from "Emergency Ward 10" was a help and probably the producer was wise at the outset to lay the stress on the client rather than on the solicitor. The chief moral of the first episode was that a solicitor is not only a lawyer, and this was brought out prominently. The treatment and experience of the articled clerk was a poor advertisement for the profession but we fear that it came uncomfortably near the truth. The round-table conference over the post at the beginning of the day is a good idea but usually impracticable. We would very much like to see the Sched. II bill for the day's work. We realise that to those who did not see the programme these remarks are incomprehensible. We confidently recommend all solicitors to look in on I.T.V. at 8.30 p.m. on Wednesdays; they will probably find much to get hot about but this is the image which a large and increasing number of our fellow citizens will have of our profession and on the strength of the first episode we cannot say that it is false. We commend especially the envy in the voice of the young female solicitor when she spoke of a salary of three and half thousand which was to be enjoyed by one of her firm's clients.

The Status of Managing Clerks

ONE of the most pressing problems facing our profession, probably as urgent as that of recruiting solicitors, is to find sufficient men and women who are willing to make a career in the law without becoming solicitors. In the days of social and educational inequality we were able to call on the services of young men from grammar schools who were content to become unadmitted managing clerks. Nowadays these young men and women go to universities and most of them tend to go into industry or other occupations where the barriers to advancement are not so high as with us. During the past fifteen years or so we have neglected to recruit unadmitted men and yet the need for them was never so great. We are therefore delighted to learn that The Law Society and the Solicitors' Managing Clerks' Association have, after a long period of negotiation, reached agreement about a scheme for improving the status of managing clerks. A new body is to be formed out of the Solicitors' Managing Clerks' Association, and an advisory committee comprising three members of The Law Society and three members of the Association is to be set up. The Law Society have undertaken to give substantial financial support in the inauguration of the new body up to a maximum of £2,000 and have also undertaken to give support against any losses which may be sustained in relation to the scheme of education, training and examination during the first five years after the inauguration of the new society. In addition The Law Society will arrange that maximum publicity shall be given to the scheme in the *Law Society's Gazette* and elsewhere as appropriate. Full details of the scheme have not been published as yet but in the meantime we welcome this announcement and hope that it will lead to a great increase in the number of those who decide to make their careers in the non-commissioned ranks of the legal profession. The bulge is now beginning to emerge from the secondary modern schools and we are certain that there are many thousands of young men and women who may not be fitted to become solicitors but who are equipped to embark on rewarding and remunerative careers as managing clerks. It is right that they should be offered their proper status.

Tombola

IN our uncritical and unreserved support of *The Times* leader on the subject of tombola last week we did not mention that the House of Lords decision is based on the pre-1960 legislation and that the Betting and Gaming Act, 1960, makes the legal position somewhat easier, although it does not provide a cure for the ills which befell the Huddersfield Friendly and Trade Societies Club. Solicitors in all parts of the country are being besieged by clubs and other voluntary bodies who want to know how to organise games of tombola without falling foul of the criminal law and without waiting for the Home Secretary to evolve a formula whereby clubs can make a profit which is denied to commercial undertakings. Next week we hope to publish an article intended to make the situation clear.

Resorting to Unlicensed Premises

THE decision of the House of Lords in *Payne and Others* v. *Bradley*, p. 566, *ante*, revealed a weakness in the wording of s. 4 of the Small Lotteries and Gaming Act, 1956, and, incidentally, in the wording of several sections of the Betting and Gaming Act, 1960. A recent case in Smethwick Magistrates' Court showed that the provisions of another section of the Act of 1960 may need to be reconsidered. Section 1 (3) of that Act provides, *inter alia*, that it is an offence for any person, for "any purpose connected with the effecting of a betting transaction," to resort to any premises in respect of which there is not for the time being in force a betting office licence. In the case in question three old-age pensioners were charged with resorting to unlicensed premises for a purpose connected with the effecting of a betting transaction, but it appeared that the accused had no reason to suspect that the necessary licence had not been obtained. In the event the accused were given an absolute discharge and ordered to pay 4s. costs, but it may be thought that the offence should be to *knowingly* resort to unlicensed premises. As the law now stands, it is for the customer to satisfy himself that the necessary licence has been granted and it would seem that he must do this before he enters the premises. If a person enters a betting shop to place a bet and then discovers that those premises are unlicensed, has he not nevertheless resorted to those premises for a purpose connected with the effecting of a betting transaction although no such transaction is ever effected?

ASPECTS OF CHANCERY PRACTICE AND PROCEDURE—I

A GOOD deal of practice and procedure is, of course, common to both the Chancery Division and the Queen's Bench Division, but the practitioner who has only had experience of Queen's Bench work is likely to find himself not a little bewildered by the greater complications of litigation in the Chancery Division. Some of this complexity is inevitable since a comparatively small proportion of Chancery orders provide for payment of money. Whereas the majority of Queen's Bench orders direct the payment of a debt or damages, Chancery orders deal with such matters as administration of estates, appointments of trustees and the vesting of trust property, partnership disputes, specific performance of agreements for the sale or purchase of property, wardship cases, and so on. Judgment in a Queen's Bench case is often substantially the end of the matter, but, for instance, if there is an administration order, that may be the beginning of a long line of activities—the taking of accounts by the master, the realisation of real and personal property, directions for payment of liabilities, etc.

In these articles it is intended, first, to say a few things about writ procedure and procedure by originating summons, and then, after drawing attention to some of the rules and practice with regard to affidavits, to pass on to particular proceedings which may arise in any solicitor's office.

In the Chancery Division, proceedings are at the outset assigned to one or other of the two groups of judges and the reference, Group A, or Group B, will be included in the heading of the writ or originating summons and repeated in all subsequent documents throughout the case (see R.S.C., Ord. 5, r. 9, and the Chancery Division (Arrangement of Business) Order, 1961, p. 113, *ante*).

WRIT OF SUMMONS PROCEDURE

Rules of the Supreme Court, Ord. 2, r. 1, provides that an action in the High Court "shall be commenced by a writ of summons." To the Chancery practitioner this statement seems oddly inadequate, because a large number of Chancery actions are begun by originating summons. Section 225 of the Supreme Court of Judicature Act, 1925, defines "action" as "a civil proceeding commenced by writ or in such other manner as may be prescribed by rules of court," and the rules prescribe originating summonses as appropriate in a large number of cases. Moreover, some proceedings are instituted by petition or originating notice of motion.

The indorsement of the claim in writ proceedings may be special, or general, or for an account.

The writ must be served. Order 9, r. 1, says: "No service of writ shall be required when the defendant by his solicitor, undertakes in writing to accept service, and enters an appearance." This means that it is not necessary to serve the defendant personally with a copy of the writ if his solicitor accepts service and indicates in writing (usually on the writ) that he does so, and enters an appearance. Notwithstanding the wording of the rule, the practice is for the solicitor to give an undertaking in this form: "I accept service of the writ of summons on behalf of the defendant and undertake to enter an appearance for him in due course." If the undertaking to enter appearance is omitted, one is implied. In either case steps can be taken to implement the undertaking if the solicitor does not enter appearance for his client.

Entering appearance by defendant

The defendant may enter appearance at any time before judgment. But in the normal case the time limited by the writ for entering appearance is eight days. If he enters appearance at any time after that period, he is not, without more, entitled to extra time for delivering his defence, etc. If he has not entered appearance, he is said to be "in default of appearance." In the Chancery Division, if a defendant is in default of appearance, a certificate of non-appearance is obtained for production to the court or judge.

If the writ has been indorsed with a claim for, e.g., a debt or liquidated demand, detention of goods, damages, recovery of land . . ., or the statement of claim makes such a claim, and the defendant is in default of appearance or has not delivered a defence, the plaintiff may be able to get the relief he seeks summarily by "snap judgment" (see Ords. 13 and 27), or by motion or summons for judgment (see Ord. 27, r. 11). It should, however, be noted that in "mortgage" cases (as to which see Ord. 55, r. 5A), and actions by moneylenders for money, it is not possible to proceed by snap judgment. It should also be remembered in cases of default of pleading that time for pleadings does not, unless it is so specified in an order, run during the Long Vacation.

If the writ has not been specially indorsed or a statement of claim has not been delivered with the writ, the plaintiff has twenty-one days from the expiration of the time limited by the writ for entering appearance (which, in normal cases, is eight days from service) for delivering his statement of claim. If the defendant is in default of appearance, the statement of claim is delivered by filing it with the proper officer as prescribed by Ord. 67, r. 4.

Where the defendant has entered appearance, he has, for the delivery of his defence, fourteen days from the time limited for appearance or from delivery of the statement of claim, whichever is the later, unless the time is extended by consent in writing of the plaintiff or by the court or a judge.

Summons for directions

Order 30 requires the plaintiff in all except a certain number of cases to take out a summons for directions within seven days from the time when the pleadings are deemed to be closed. The summons is intended to enable the court or a judge to deal with such matters as discovery of documents, their inspection, admissions by the parties with a view to shortening the trial, or, as the rule puts it, "to consider the preparations for the trial of the action." The place and mode of trial are not to be fixed until all the directions have been dealt with. The rule is imperatively expressed in this respect: ". . . no order under Ord. 36 as to the place or mode of trial shall be made until all the matters which . . . are required to be considered on the hearing of the summons for directions have been dealt with." But if the parties can assure the court or a judge that no further directions will be required, provisions about the mode and place of trial and the setting down of the action may be included in the order for directions in cases where an early trial is desirable.

The ultimate order providing for the trial before a judge must fix a period within which the plaintiff is to set down the action for trial. If the plaintiff does not set it down accordingly, the defendant may set it down or apply for dismissal of the action for want of prosecution.

To set the action down, the party setting it down must deliver to the cause clerk in Room 136 a request that the action be set down, together with two copies of (what is not quite accurately called) "the pleadings" (as to this, see Ord. 36, r. 5).

Within ten days of the setting down, the solicitors for each party must lodge with the cause clerk a certificate as to the length of the trial. If this estimate is later revised, the cause clerk should immediately be informed of the change. The action will appear in the list twenty-three days after being set down, and will come on for hearing on a date not earlier than twenty-one days after its first appearance in the list. Application may be made to the judge in charge of the daily cause list to fix a day for the hearing in appropriate circumstances. Practice Directions have been issued about these matters and are set out in the Annual Practice.

Where there is no defence to action

Where the defendant has appeared to a writ of summons specially indorsed or accompanied by a statement of claim under Ord. 3, r. 6, but the plaintiff believes there is no defence to the action and can put in an affidavit made "by himself or by any other person who can swear positively to the facts, verifying the cause of action and the amount claimed (if any liquidated sum is claimed), and stating that in his belief there is no defence to the action except as to the amount of damages claimed if any," Ord. 14 procedure may be appropriate, and judgment may be obtained forthwith without going through a number of the steps indicated above.

In appropriate cases, it may be possible to proceed to trial without pleadings—see Ord. 14B. In these cases affidavit evidence defines the issues.

Summary judgment may sometimes be obtainable in proceedings for specific performance under Ord. 14A.

Where the writ has been specially indorsed for an account or the indorsement on the writ involves the taking of an account, it may be possible to get an order for proper accounts, with all necessary inquiries and directions, under Ord. 15, r. 1, forthwith without going through all the steps leading up to trial.

It may be necessary to get relief and protection in the interval between the institution of the proceedings and the trial, e.g., an injunction, or the appointment of a receiver. In very urgent cases the application can be made ex parte, but, if practicable, there should be a notice of motion, which should be served on the other side, two clear days before the hearing. It should be remembered in computing time that service effected after 4 o'clock in the afternoon on the five weekdays or 12 o'clock noon on Saturdays is deemed to have been made on the following day (in the case of the five weekdays) or on Monday (in the case of Saturdays). Ex parte relief is normally granted for only a short period, e.g., till the next motion day, or for seven days. In the Chancery Division, if short notice is to be given, leave must be obtained, and if leave is granted that fact must be stated in the notice. The leave cannot be given by a Chancery master.

Injunction or undertaking in lieu

If an interim or interlocutory injunction is obtained, or an undertaking is given by the defendant in lieu of an injunction, an undertaking in damages will be included in the order. Sometimes this is expressly mentioned at the hearing, but it is the practice to include it even if it is not expressly referred to. The undertaking is stated to apply to all the defendants (if there are a number of defendants) even though one or some only of them are restrained. The object of the undertaking is to protect the defendant if at the trial the plaintiff is unable to justify his claim. If the plaintiff is outside the jurisdiction, the court may require a suitable person within the jurisdiction, e.g. his solicitor, to give the undertaking. In *Baxter* v. *Claydon* [1952] W.N. 376, Roxburgh, J., required the plaintiff to fortify his undertaking by paying money into a joint account. The court should doubtless be informed if the plaintiff is an assisted person.

At the trial, normally, the evidence on which the court acts is the oral evidence of witnesses. Occasionally, affidavit evidence is admissible. On interlocutory applications, the evidence is normally given by affidavit, but in appropriate cases deponents may be required to attend to give oral evidence, or it may be supplemented by oral testimony of other witnesses by leave of the court.

The times may normally be extended by agreement between the parties or by leave of the court or a judge. If the plaintiff defaults in doing what he should it is open to the defendant to apply to dismiss the action for want of prosecution. If the defendant defaults, for instance, in filing the affidavit of documents in due time, the plaintiff can apply to have the defence struck out, and then, if he is successful in his application, proceed as if there were a default in pleading.

(*To be continued*)

H.

"THE SOLICITORS' JOURNAL," 6th JULY, 1861

On 6th July, 1861, THE SOLICITORS' JOURNAL wrote: "A recent announcement . . . that the Chancery judges had at length made some concession to the general feeling in favour of the Saturday half-holiday was read with very general approval . . . It was announced that in one of the courts the eminent judge presiding there had stated that he 'would not commence any fresh cause after 2.30 on Saturday afternoon.' The concession was not much, to be sure. To make it of any practical avail there must have been . . . something like a conspiracy between the leaders of the court. Rising at a particular time and not beginning any fresh matter after that period are . . . widely different things . . . However, we were thankful for the instalment, small as it was . . . Lord Westbury, on taking his seat as Lord Chancellor, is reported to have stated that to suit what he considered to be the wish of the profession the court would not sit after 2.30 on Saturdays . . . The Lord Chancellor announced his act of grace without any qualification . . . There it was on record by the supreme head of the law that after 2.30 the court . . . would not sit and it was only natural to expect that the qualification as to not commencing any fresh cause would be removed and that the half-hour . . . would be conceded in every branch of the court . . . Whether the Lord Chancellor will allow his announcement to remain a dead letter in all the courts except his own remains to be seen. We sincerely trust that he will not leave thus incomplete the concession with which he has inaugurated his accession to the high office so deservedly earned by him. If the great business houses in the City, the banks, the leading solicitors, the shopkeepers in our principal thoroughfares have nearly all given their adhesion to the Saturday half-holiday movement . . . why should the Court of Chancery stubbornly refuse the same boon?"

WILD BEASTS IN FULHAM

NOISE, smuts and noxious fumes are so much a part of modern city life, and the giants of industry are so blindly worshipped, that we accept almost without question the right of manufacturers to foul the air with smoke and dirt and make the night hideous with roaring engines and pulsing machinery. Stupefied with carbon monoxide, our lungs blackened with soot, our sense of smell deadened by diesel fumes, our hearing exhausted by the whining of jet aircraft, we live in a murky half-world of sensation—perhaps to evolve a new race with its sensory nervous system mercifully dulled as the result of mutations, assisted by our own reckless release of radioactivity. It comes as a welcome shock to find that the courts can still, as in *Halsey* v. *Esso Petroleum Co., Ltd.* [1961] 1 W.L.R. 683; p. 209, *ante*, protect the occupier of "a small terrace house in Fulham" against interference with his comfort by the operations of his neighbours, one of the mammoth oil companies, however useful, important and even necessary those operations may be.

As a result of the decision of Veale, J., in this case, the "wild beast theory," as it is sometimes called, first established in *Rylands* v. *Fletcher* (1868), L.R. 3 H.L. 330, has been given modern dress. The beasts today are not animals *ferae naturae*, nor branches of yew tempting a neighbour's cattle, nor large sheets of water arranged for the delight of the wealthy landowner; they are the very monsters which seem the necessary price to be paid for the blessings of civilisation—the fumes and smuts given off by the heating and pumping of fuel oil and the roar of tankers as they set off to distribute the oil to manufacturers and householders. No question of negligence arose, but the plaintiff claimed that his motor-car left out in the street and his laundry on the washing line were damaged by acid smuts, his sleep was ruined by the noise and vibration of boilers and tankers, and his stomach was turned by the sickening stench from the depot. He asked for an injunction restraining the company from continuing these various nuisances, and for damages. As Veale, J., said: "This is a case, if ever there was one, of the little man asking for protection of the law against the activities of a large and powerful neighbour." In the present state of capitalist development, the neighbours of the little man become daily larger and more powerful and it seems more and more hopeless to protest, but the "little man's" success in this case may have far-reaching results.

Changes in the social balance of power

Rylands v. *Fletcher* was a decision of great historic and social importance: it was one of a long series of cases giving form, and sometimes name, to the ill-defined torts which had for so long sheltered behind the action on the case; and it was a great milestone in social development because it created a new liability, which imposed on landowners a duty, as strict as that of an insurer, to use their land in such a way that others would not suffer hurt. A hundred years ago landowners were still in a position of great power: land was the status-symbol above all others, and in many respects the landed proprietor was a law to himself. But the industrial revolution gradually changed all that, and the judges played their part—as so often in our history—in checking the ascendancy of the big battalions and in altering the social balance of power.

Already in 1865, in *St. Helens Smelting Co.* v. *Tipping* (1865), 11 H.L. Cas. 642, the law relating to private nuisance had been clarified; but private nuisance is a tort in respect of land, and an action can only be brought by someone who has suffered an invasion of some proprietary or other interest in land, so that while one landowner might sue another, the man with no landed interest would have had no remedy before *Rylands* v. *Fletcher*. Thus Mr. Halsey would not have been able to claim for the damage to his motor-car, since it was not on his land.

The case for the oil company

In the *Halsey* case the defendants denied that there was any nuisance caused by the operations at their depot. First they denied that any noxious substances were emitted from their stacks; alternatively, they said that any such substances were no different from those which were produced from all chimneys in the area, including domestic chimneys, and the plaintiff's sufferings arose from living in an urban area rather than from any act of the defendants. As to the noise, vibrations and smells, the defendants claimed that these were reasonable in the circumstances and that they did not visibly or sensibly diminish the value of the plaintiff's property or his enjoyment thereof. The defendants also raised a plea of prescription. Undoubtedly the oil company had been operating in the area since at least 1896, but since the last war there had been great changes; there was an enormous increase in the amount of oil handled—to about 70,000,000 gallons in 1960—and extensive night-shift working was introduced. It was not until 1957, however, that local residents began to complain about smuts falling on laundry hung to dry near the depot; about that time the defendants made alterations to the boilers, increasing combustion and apparently producing the acid smuts which caused rotting of the linen on which they fell and damage to the cellulose of the plaintiff's motor-car. There was no suggestion of deliberate annoyance; indeed, the defendants had taken a number of steps to minimise both the production of smuts and the noise, but it was clear that nothing short of complete reconstruction and reorganisation of the depot, at enormous expense, would do away with the evils complained of. The defendants were also able to show that stopping the night-shift both of tankers and boilers would cause great loss to the company and might well lead to the inconvenience of consumers.

Character of the neighbourhood

Inevitably, the defendants relied very largely on the character of the neighbourhood. The plaintiff's house is in a residential area, but the opposite side of the street, where the defendant's depot stands, is included in a strip of industrial development along the river bank. There were other oil depots in the district, not belonging to the defendants, and the neighbourhood could hardly be described as "salubrious" by even the most imaginative estate agent. But the character of the neighbourhood is only of importance in the consideration of liability for nuisance from smell or noise: damage by harmful deposits is a matter quite independent of the neighbourhood, and is actionable whatever the surrounding circumstances may be. In this case, the judge was unimpressed by any argument that noxious smuts are always found in urban areas: if the origin of such smuts can be traced to the defendants, and it can be proved that they have damaged the plaintiff's property, he must succeed, however foul the surrounding air may be as the result of other industrial processes. But in deciding whether the noise and smell amounted to nuisance, the standard applied was that of "the ordinary reasonable and responsible person who lives in this particular area of Fulham." As

Lord Westbury, L.C., said in *St. Helens Smelting Co.* v. *Tipping*, *supra*:—

> "If a man lives in a town, it is necessary that he should subject himself to the consequences of those operations of trade which may be carried on in his immediate locality, which are actually necessary for trade and commerce, and also for the enjoyment of property, and for the benefit of the inhabitants of the town and of the public at large. If a man lives in a street where there are numerous shops, and a shop is opened next door to him, which is carried on in a fair and reasonable way, he has no ground for complaint because to himself individually there may arise much discomfort from the trade carried on in that shop. But when an occupation is carried on by one person in the neighbourhood of another, and the result of that trade, or occupation, or business, is a material injury to property, then there unquestionably arises a very different consideration. I think, my lords, that in a case of that description, the submission which is required from persons living in society to that amount of discomfort which may be necessary for the legitimate and free exercise of the trade of their neighbours, would not apply to circumstances the immediate result of which is sensible injury to the value of the property."

In other words, the law of nuisance from smell and noise is elastic, and it has to be decided on the facts of each case. Was there here any "sensible injury to the value of the property"? The plaintiff had chosen to live in a street near to an industrial area, and he could only succeed if he could show that the injury to his comfort and enjoyment—that is, to the value of his property to him—was such that a reasonable man would not expect to find it in that area. Was the act complained of "an inconvenience materially interfering with the ordinary physical comfort of human existence, not merely according to elegant or dainty modes of living, but according to plain and sober and simple notions among ordinary people living in this part of Fulham"? If so, "it is no answer to say that the best known means have been taken to reduce or prevent the noise complained of, or that the cause of the nuisance is the exercise of a business or trade in a reasonable and proper manner" (per Luxmoore, J., in *Vanderpant* v. *Mayfair Hotel Co.* [1930] 1 Ch. 138).

Smell and noise

In this case, it was held that the plaintiff had proved that in recent years, and growing over the years in frequency and intensity, the defendants' depot had emitted a particularly pungent smell—described by various witnesses as "nauseating," "absolutely horrible" and "vile"—which was in excess of the kind of oily smell which might reasonably be expected to issue from such a place. The judge said that the plaintiff would not be entitled to complain of "a general background of occasional oily smells," having regard to the nature of the neighbourhood, but this was something so frequent and so nauseating as to constitute a nuisance. (Apart from the evidence given on behalf of the plaintiff, the judge had the evidence of his own senses, since he had smelt it for himself.) That no injury to health resulted was immaterial: the authority for this is Lord Romilly's judgment in *Crump* v. *Lambert* (1867), L.R. 3 Eq. 409.

It is interesting that the evidence of those working in the depot, to the effect that they were not conscious of any smell, was held to be unimportant. The test is whether a reasonably sensitive man living in the plaintiff's house would be troubled, not whether it would affect a man constantly working among the tanks of heated oil.

The same rules apply to noise as to smell, but it is possible to produce scientific evidence of the intensity of noise, whereas no measure of intensity of smell has yet been devised. In this case it was shown that during a certain evening there was a constant recording of between 64 and 68 decibels outside the plaintiff's house, arising from the pumps and boilers in the depot, mounting to 83 decibels when a tanker passed. Anything over 60 decibels is loud: over 100 is deafening. In terms of subjective experience, this meant that with the window open a few inches conversation was impossible in the plaintiff's living room. That this noise occurred only during the evening and throughout the night was little comfort to the plaintiff and his family. Both the noise of the boilers and the noise from the tankers were held to amount to private nuisance, in spite of the defendants' argument in the latter case that the public highway was for the use of any member of the public, and the plaintiff's remedy, if any, lay in public nuisance. The judge held that the noise of the tankers, as much as that of the boilers, was a private as well as a public nuisance, since it was caused by the concentration of heavy vehicles at the depot and it interfered with the plaintiff's enjoyment of his house, not with his right to use the highway.

"I bear in mind the importance of the defendants' business," said Veale, J. "I also, I hope, bear in mind the circumstance that a man is entitled to sleep during the night in his own house." Pleasant as it would be to take these words as the green light for a spate of actions against the owners of the lorries that nightly thunder through sleeping villages along the great arterial roads, the context must be looked at carefully. This was not an arterial road, but a side road in Fulham; if Mr. Halsey had chosen to live in nearby Fulham Palace Road, where the traffic is always heavy, or alongside a railway track, he could not have been heard to complain of the noise of the ordinary traffic, however heavy. A man's entitlement to sleep during the night depends on where he chooses to lay his head.

An awful warning

Having decided that the matters complained of either amounted to nuisance or came within *Rylands* v. *Fletcher*, the learned judge dismissed the defence of prescription, since the nuisances were all of recent origin, and found for the plaintiff. He awarded £200 damages for the discomfort from noise and smell since 1956, £30 for the damage to the motor-car, and £5 for the damaged linen. More important from the point of view both of the plaintiff and the public, he granted two injunctions: one restraining the defendants from so operating their plant or driving their vehicles as, by reason of noise, to cause a nuisance to the plaintiff, between the hours of 10 p.m. and 6 a.m.; the other restraining them from so conducting operations at the depot as, by reason of smell, to cause nuisance to the plaintiff, with no limitation as to the time of day. No injunction was granted to deal with the smuts, because the defendants gave an undertaking that they would not operate the boiler house with the offending chimneys after 30th June, 1961—three months thence. A new boiler house was in process of erection at the time of the trial, but Veale, J., insisted that it should be completed as a matter of urgency, and but for the undertaking he would undoubtedly have granted a further injunction.

The expense and inconvenience to the defendants resulting from this judgment must be enormous—a heavy enough burden to be felt by even the largest business—and the result will surely not go unnoticed by other sufferers from the more horrible by-products of commerce. This case should be compulsory reading for all industrial architects, and the judgment might well be laid on boardroom tables as an awful warning that the common law is still the guardian of the common man.

MARGARET PUXON.

County Court Letter

THE DISORDER OF THE BATH

NEXT to the throne, which has a uniquely privileged position, the bath must surely be the article of household use that has been most mentioned in history. Remember Archimedes, for instance, who benefited so strikingly from the fact that in those days overflow pipes were not fitted. Then, conversely, there was Marat, who discovered the folly of not locking the bathroom door. The Romans of old and the Japanese of to-day did not and do not hold with having doors at all, regarding mixed bathing in the altogether as an important social event. Passing over the fact that the Finns either beat each other with branches or roll in the snow, or both, as part of their ablutions, thereby making the hardy Briton's cold tub look pretty cissy, we remember that a certain wartime Minister—of Fuel, no doubt, rather than Health—insisted that the daily bath was the status symbol of the middle classes, thereby upsetting a lot of clean-limbed lordlings and the like. As far as the future is concerned, it is rumoured that a student contemplates crossing the channel in an outboard-motor-powered bath, with the plug in, we hope, and no doubt someone will some day have to solve the problem of how to keep oneself, let alone the water, in a bath while weightless in space.

The case

Besides these important if not exactly weighty matters, the problem of the bath with the bumpy bottom may seem relatively small, but to a certain Mrs. Bottoms it was vital enough to drive her into the hazards of defending a summons in Altrincham County Court as a matter of principle. The fundamental facts of the case were that a bath was fitted in her house which she claimed was of inferior quality because it had bumps in its bottom near the plug end. How serious these bumps were was a question on which expert evidence was called, but it seems that the defendant's claim that she could feel them when she got in her bath was not seriously disputed, though an astute cross-examiner might have pressed her on this in view of the fact that apparently she must have used the bath in an unorthodox head-to-tail—or should it be head-to-tap?—manner. As it was, counsel for the plaintiff seems to have had little luck, because when he pointed out that she had been using the bath for two years she replied, with force, "What else could I use?" In spite of the fact that she was doubtless told that she was there to answer questions, not to ask them, she certainly seems to have scored.

The decision

The witnesses seemed to think either that bumps in baths were inevitable, or that they are no defect if you have to put your head inside the bath to see them, which seems a curious point of view considering the use to which a bath is normally put.

The judge decided that the bath lacked a certain "aesthetic quality" and reduced the plumber's bill by £18. As it cost £19, Mrs. Bottoms certainly seems to have established her point of principle but, alas, only at the expense of losing the costs of the action.

True, no great point of law was decided by the case, nor is it likely to be remembered in legal circles as a *cause célèbre* for years to come. Nevertheless, it seems to merit some small place in county court history, if only as yet another example of the strange things people litigate about.

J. K. H.

IN REPLY PLEASE QUOTE

THE letter is headed "Property in High Street" or "Re Accident." It comes from a firm of which we have never heard, mentions neither our client nor theirs, and demands an immediate answer to their previous letters of the 3rd inst. and 3rd and 17th ult. We have not the slightest idea what they are talking about. Had they quoted our reference all would be well. In their pique, or haste, they have not. So from room to room their letter is hawked, until at last it arrives, much thumbed, upon the desk of a partner who has finished his morning's dictation and is just off to an urgent appointment. Perhaps that is what happened to theirs of the 3rd inst. and 3rd. and 17th ult.

We all know this time-wasting pest, the letter without a reference. Yet do we all make the most of the opportunities provided by a reference? The majority simply use the initials of the letter's author followed by those of his secretary: QYQ/ZZ. This serves certain purposes adequately. When a reply comes to that letter the reference identifies to whom it must go; if anyone telephones and asks for the initials the telephonist will immediately know who is meant. Some problems, however, this does not solve.

There is the letter which runs: "You will recall [always an ominous opening] that you wrote to us in May, 1939, under reference QYQ/ZZ . . ." Reference QYQ has long since died, and shortly after the date mentioned ZZ married to become ZX and was last heard of in Peru. Then there is the muddle that ensues from the holiday period when one person temporarily deals with another's matters, and continues to receive letters under his reference until the following Christmas. Also, there are occasions when one does not want to disclose who wrote the letter: the senior partner's oldest friend may not understand that detailed research or routine matters are better delegated, and may be aggrieved to receive a letter starting "My dear Tom" and ending "Very sincerely, Jim" which is demonstrably written by someone else.

It seems unlikely that it will be possible to find the ideal system. One should, however, be able to add to the usual advantages of a reference an aid to current filing and a positive link with the system of indexing old papers. Yet a note of caution must be sounded. It is all too easy to find that a reference should consist of the usual initials, the initial of the client's name, the number of the file and the year in which it was opened, as well as a number of other details. It is a familiar gibe amongst bigger firms that the smaller the firm the longer the reference. We must balance our own convenience against the deterrent factor of excessively long references, and prune severely. Basically, there are

two essentials: a clue to the writer and an indication of the file. The typists' initials are no real help, but if it is deemed necessary to be able to identify carbon copies the initials can be typed in a corner away from the reference proper, so that they will not appear on the reply received.

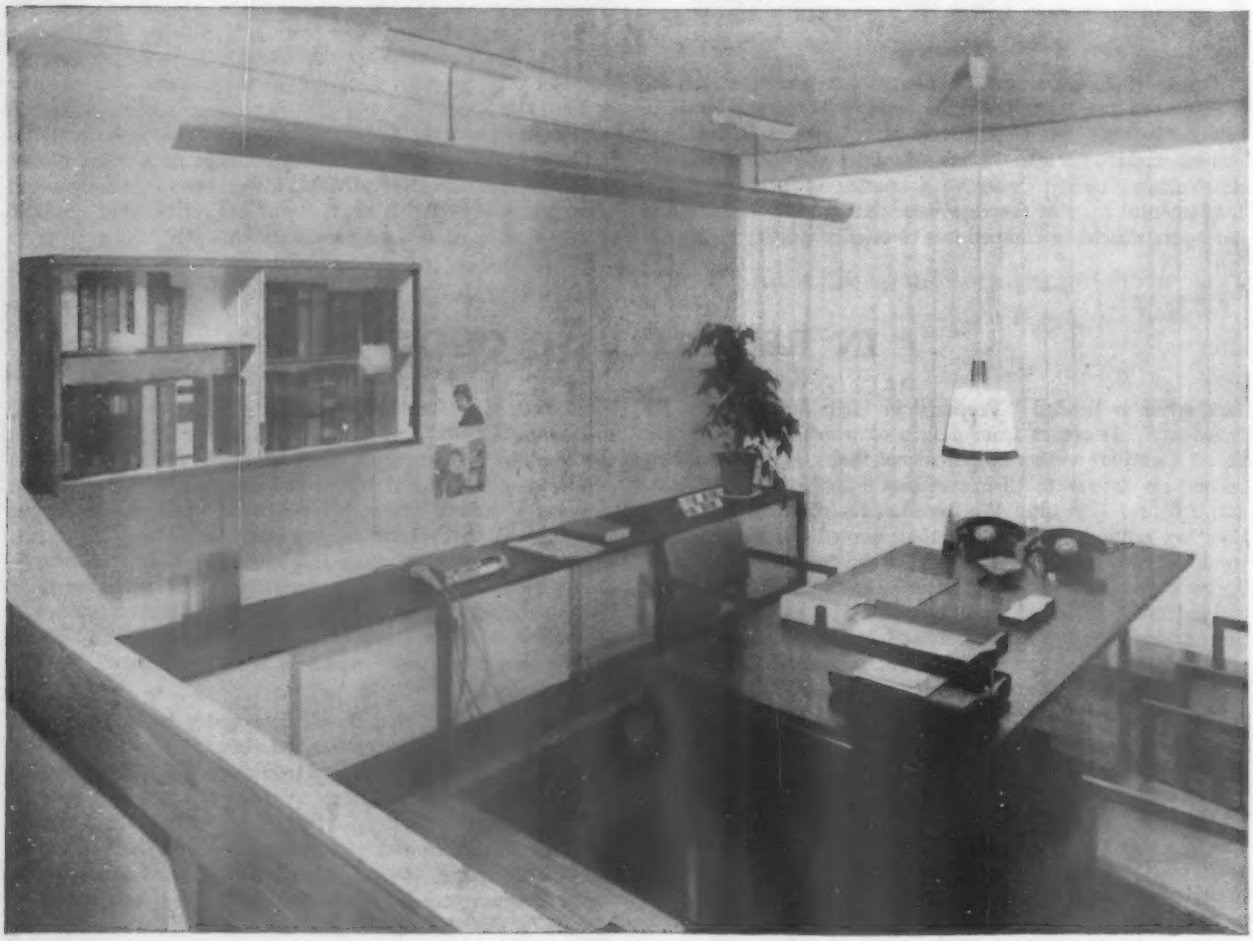
The writer can be identified anonymously, for example by his telephone extension number. There is, however, much to be said for his initials appearing. Other identifications may change over the years, but if it is immediately apparent who dealt with an old matter his good memory may save time, even when there is an infallible system to fall back on.

Identification of the file is not so simple. Consecutive numbering will get out of hand before long. Even if it is restarted every year—e.g., 1/61—filing would hardly be convenient in numerical order, so the reference would not afford any help to the filing clerk. Probably the most common and most successful filing system is alphabetical, under the clients' names. The reference can do no better than fall in with this. The central registry of files—which may apply only to those removed to the archives, but would be better dealing with current ones also—should be arranged on a loose-leaf or card index system. Each client has a card, bearing his initial and personal number, e.g., T. Smith—44S. It also lists his files, additions being made as necessary, each being given a consecutive number personal to that client: e.g., Purchase of 1, New Road, 44S6. So that the clients' cards can be kept in strict alphabetical order, a fixed-leaf book can record numerically under each letter the allocation of numbers to clients.

If any part of the system becomes strained refinements can be added. Where one client has a large number of files, the numbering can end with the year number and so restart every January: e.g. 44S661. This form without breaks is used deliberately in the hope that to correspondents it seems shorter than 44/S/6/61. Similarly, if a large number of clients have the same initial, the figures can be kept low by adding another letter to give 2,600 possibilities for each initial letter with only three symbols: e.g. 44SA661. So our final reference in a large firm might read: QYQ/44SA661.

The problems and possibilities of references have obviously been thought out by many firms, and a number of different systems can be seen in operation. Although individual offices may have different requirements, it is thought that this is a subject on which an exchange of views and experiences within the profession would be of interest and assistance.

T. M. A.



DESIGN FOR PARTNER'S OFFICE

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Landlord and Tenant Notebook

EFFECT OF A MESNE LANDLORD'S COVENANT

THE decision in *Ayling* v. *Wade* [1961] 2 W.L.R. 873; p. 365, *ante* (C.A.), concerned a landlord's covenant in an underlease which was in the following terms: "To pay the rent reserved by and to observe the covenants contained in the lease under which the landlord holds the demised premises and to keep the tenant indemnified against the same and against all rates, taxes and outgoings whatsoever which are now or hereafter may become payable in respect of the demised premises," those demised premises being a restaurant, part of the premises held by the (mesne) landlord. The undertenant, an assignee, held under an underlease containing a covenant to keep the interior of the premises, including all doors, windows and landlord's fixtures, in repair, and also a covenant to permit his landlord to enter and effect repairs "in accordance with the covenants and provisions of the lease under which the landlord holds the premises and so far as any defects remedied by the landlord may be included in the tenant's covenant to repair hereinbefore contained to repay the costs of remedying such defects to the landlord as a liquidated debt." The head lease contained a lessee's covenant to repair the premises comprised.

There was a skylight in the flat roof of the restaurant and it was agreed that it was not a "window." Danckwerts, L.J., observed obiter that this was a matter on which he would have felt some doubt; I surmise that the concession was made in the light of du Parcq, J.'s conclusion, hardly challenged on appeal, that the skylights which figured in *Taylor* v. *Webb* [1937] 2 K.B. 283 (C.A.), were part of the roofs mentioned in the covenant before the court. (The learned judge concluded his reasoning with: "I think . . . that was the intention of the parties"; if my surmise be correct, a distinction might have been invited, but I do not suggest that it would have been drawn.)

A fact mentioned in the headnote is that the skylight concerned had been broken before the incident giving rise to the claim, and had been badly repaired, by the defendant mesne landlord. This may explain the absence of any reference to notice to covenantor: the position would accord with that recently before a Canadian court in *Adams Furniture Co.* v. *Johar Investments* (1961), 26 D.L.R. (2d.) 380, when it was held that if a repair proved ineffective no second notice need be given.

The incident itself was the breaking of the skylight and the consequential entry of water, occasioning a loss of £38 profits.

The county court judge held that the covenant to pay the rent and observe the covenants in the head lease was no more than a covenant to indemnify the under-tenant, his honour being largely influenced by the fact that it used the word "observe" only (the mesne lessor's covenant for quiet enjoyment spoke of the tenant "performing and observing" the several covenants on his part).

"Observe"

The Court of Appeal held that "observe" meant "comply with the obligation," and had a positive as well as a negative meaning. There has been, in the case of forfeiture clauses, much controversy about whether "perform" is limited to positive covenants: it was finally held in *Harman* v. *Ainslie* [1904] 1 K.B. 698 (C.A.), that it meant "the fulfilment of the obligation or duty undertaken, and not as referring to the thing to be done or left undone in pursuance of the covenant." By parity of reasoning, "observe" would cover positive covenants.

Cases of covenants by assignees were cited on behalf of the respondent, showing that the assignor could not sue the assignee unless and until the landlord was suing him (the assignor, that is). But, Danckwerts, L.J., said, the difference was that while the assignor was not interested in the condition of the premises, the mesne landlord was so interested.

"Plain meaning"

It is when we come to consider the passage in the judgment in which Danckwerts, L.J., construed the covenant according to its "plain meaning" that we feel a trifle critical. "The words 'to pay the rent reserved' must be an obligation cast on the landlord to pay the rent which is reserved by the superior lease, and I cannot see why the words which follow, 'to observe the covenants contained in the lease under which the landlord holds the demised premises,' are not also a positive obligation cast by the terms of the underlease upon the intermediate landlord to carry out those obligations, and one which is enforceable by the under-tenant," and the matter was, the learned judge went on to say, one in which the under-tenant was vitally interested.

Judges as well as practitioners have grumbled at "legislation by reference," the draftsmen's habit of saying that in this Act such-and-such an expression bears the same meaning as it does in some other Act. The definition of "the Rent Acts" in the Rent Act, 1957, is a recent example: we are referred to the Housing Repairs and Rents Act, 1954, s. 49 (1), where we find that the expression "means the Rent and Mortgage Interest Restrictions Acts, 1920 to 1939," which may necessitate further research. But in such cases it is possible, if troublesome, to follow the matter up; when a mesne landlord covenants with his tenant to comply with the obligations imposed on him, *qua* mesne tenant, by the head lease, the sub-tenant or his assignees may or may not know what those obligations are. If he considers that the covenant offered is more than a covenant for indemnity, it may be that the situation is governed by a combination of two propositions: a lease is a sale *pro tanto*, and Pothier's "one can buy a hope." The possibility of "buying another man's bargain for what it is worth" was illustrated by *Baqueley* v. *Hawley* (1867), L.R. 2 C.P. 625.

What had been done

Danckwerts, L.J., observed in the course of his judgment: ". . . it seems to me that (wisely or unwisely it is not necessary to say) the landlord in the present case had undertaken to carry out the obligations imposed upon him by the head lease in such a way as to be liable to his tenant . . ." Which provokes the comment that, from a practical point of view, if he meant to dispute the sub-tenant's right, it was certainly unwise of him to repair that window when first called upon to do so. "Tell me what you have done under such a deed and I will tell you what that deed means"—Sugden, L.C., in *A.-G.* v. *Drummond* (1842), 1 Dr. & War. 353—is one method of construction which might have been applied to the situation.

R. B.

HERE AND THERE

FINANCIAL FATHER FIGURE

NOT very long ago the more influential banks were concentrating on an advertising campaign apparently designed to project the bank manager on to the consciousness of their potential customers as a sort of "Father Figure," omniscient, omni-sensitive, omni-benevolent, omnipotent to dispel all fears, relieve all sorrows. A face irresistibly suggestive of a disinterested friend and counsellor usually gazed mildly but knowledgeably from the printed page, while the passage of reassuring prose beneath said in effect :—

"Shouldst thou be in doubt or danger,
Peril or perplexity, call us and we'll come to thee."

In the latest advertisements the appeal has shifted to the search for status and the emphasis is now on the prospective customer himself. One of them displays the perplexed physiognomy of a youth, apparently an "ex-Teddy Boy" converted to the lucrative rewards of manual labour in the Affluent State, who, having been emotionally overwhelmed at the sight of a "white collar" worker brandishing a cheque book, has brought himself, by the slow degrees of one unaccustomed to the painful process of connected thought, to the point of realising the superior self-satisfaction of actually being able to put money into a bank and draw it out again. There's glory for you !

THE CLUBBABLE MANAGER

IT is to this epoch of banking that the case of the bank manager and the club subscription inevitably belongs. It is the point at which the appeals in the two classes of advertisement meet. Admirers of that classical "period" masterpiece of a film, "Kind Hearts and Coronets," will recall the vital distinction drawn at the end of the nineteenth century between common banks, at which money was passed over the counter and which provided "jobs" for their employees, and discreet private banks which offered professional careers not beneath the dignity of members of the aristocracy. If this distinction still exists among the initiated, it is one which, so far as the general public are concerned, the advertisements are doing their best to blur. The financial Father Figure must be a man of position, of status, moving on equal terms in the highest society in the land. He must also be a sociable fellow, at ease and in touch with customers and potential customers as a friend who can eat and drink with them and does not simply do business with them at arm's length across the enormous breadth of a vast mahogany counter. On that basis, what more natural than that an alert and business-like bank with a branch situated near the intersection of the two great club-bordered streets in London should require its managers to join a distinguished club and that it "could have led to serious trouble" (to quote counsel in the case) for one who declined to comply ? That being so, what more natural than that a manager so situated should claim that club subscriptions which he accordingly became obliged to pay were, for the purposes of Schedule E of the Income Tax Act, incurred "wholly, exclusively and necessarily in the performance of his duty" ? The quasi-mythology of the advertiser has familiarised us with the super shoemaker or tailor who is for ever genially accosting satisfied customers in every variety of unexpected place. Why should the bank manager not ascend in the flesh into this condition of commercial apotheosis ?

BUSINESS IS ALL

A MORE antiquated view of the functions of a club which specifically describes itself as "social" might perhaps see a certain lack of correspondence between its aims and a membership incurred "wholly, exclusively and necessarily" as an incident of a commercial employment, but that would ignore the subtle infiltration by which "business" has tended to become relevant to every relationship in life. The old crude view that "business is business" has been transformed into a widespread conviction that business is life itself. That, at any rate, is the current conviction but it is emphatically not shared by the members of the Court of Appeal. Lord Justice Harman in particular was anxious to know whether, when that dual personality the bank manager club member stood a man a whisky and soda, he said : "This one is on the bank." Nor was he very well satisfied with the assertion that part of a bank manager's duty is to take customers to lunch. "Is it ?" he asked. "Cannot one do business in the bank ? Why must you take him out to lunch ? Is it a bribe ? I don't understand this psychology at all." When counsel said that "it is the fashion that people sometimes expect additional personal interest to be taken in them," he observed : "It seems to me to poison the wells of hospitality altogether if you ask a man to lunch, not because you like him, but for some ulterior motive." Indeed, yes, but it is a form of food poisoning very prevalent in all the most expensive restaurants where high living at the expense of the Inland Revenue is one of the main services provided. Had the bank manager's appeal succeeded the sales psychologists who draft the banking advertisements would have had a splendid run on status appeal with the possibilities of high social entertainment if only you became a cherished customer friend of a manager of Barland Taffy's Bank. That would be immeasurably more magnetic than mere counter attraction.

RICHARD ROE.

Honours and Appointments

Mr. ERIC GEORGE BLANDFORD, registrar of the High Court, Northern Rhodesia, has been appointed a puisne judge in Aden.

Lieut. MICHAEL OLDFIELD HAVERS has been appointed deputy chairman of the Court of Quarter Sessions for the County of West Suffolk.

Mr. REGINALD RICHARD MEYRIC HUGHES, solicitor, has been appointed secretary to the Royal Agricultural Society of England.

Mr. J. R. JAMES, O.B.E., B.A., F.R.G.S., Deputy Chief Planner of the Ministry of Housing and Local Government, has been appointed Chief Planner with effect from 26th June.

Mr. MARIE JOSEPH GERARD LALONETTE, Solicitor-General, Mauritius, has been appointed a puisne judge in that territory.

Mr. GORDON LESLIE MAY, solicitor, of Bromley, has been appointed secretary to the South Eastern Gas Board from 1st August, 1961.

Mr. NEIL NAIRN MCKINNON has been appointed Recorder of the Borough of Maidstone.

Mr. ROWLAND NEWNES, Town Clerk of Chatham, has been appointed Town Clerk of Gillingham, Kent, in succession to Mr. FRANK HILL, who resigned last January for health reasons.

Mr. ANTONY DEREK MAXWELL OULTON has been appointed the Lord Chancellor's principal private secretary and Deputy Serjeant-at-Arms in the House of Lords in the place of Mr. C. L. Breitmeyer.

REVIEWS

The Library of World Affairs: No. 50, Consular Law and Practice. By LUKE T. LEE, Ph.D., Carnegie Research Fellow at the Harvard Law School. Published under the auspices of the London Institute of World Affairs. pp. xxii and (with Index) 431. 1961. London: Stevens & Sons, Ltd. £5 5s. net.

M. Henri Beyle wrote, under the name of Stendhal, two classics of French literature in his consular spare time. Roger Casement received the honour of knighthood for his zealous performance of consular duties. On the whole, however, consuls go unhonoured and unsung. Readers of "Buddenbrooks" might even think that their importance is sometimes not quite equal to their self-importance within the usually narrow limits of their little vicarious domains. But all the same, consuls do help to keep a-rolling the tambourine of international trade and travel. This is the sort of book whose pedigree can be described as by careful academic research out of material interesting to the specialist; which is to say that, while we cannot recommend it to the general reader, we can wholeheartedly suggest that the English honorary consul who happens also to be a solicitor (as so often is the case) should have it on his shelf or see that he can read it in a library.

Though the author has not apparently himself been a consul he does deal exhaustively with all the questions, aside from fiddling ones of practical detail, which arise in the course of a consul's work. He treats the subject on a comparative plan, so that the reader who is familiar only with one national manual is able to see how far his kind of instructions embody in any given case the consensus of world opinion or an eccentric view adopted by the country he happens to represent. On questions of protocol and immunity and such delicate issues as the flying of flags on offices, houses and sailing boats this work will settle many of the friendly arguments which tend to develop when two or three honorary consuls get together with nothing better to talk about.

We noticed, in Dr. Lee's quotation from the Harvard Draft Convention, a happy echo of the classic circular definition, "an archdeacon is a person who exercises archidiaconal functions." A consul is defined in exactly the same terms with "consular" substituted for "archidiaconal." A sadly pertinent statement appears in the chapter headed "Other Consular Functions." It is that "although consular officers are nominally debarred from espionage and other clandestine activities, they do in fact often engage in them."

For the scholar of international law, for the consul, and perhaps for the solicitor in a British or American seaport town, this is an attractive and a useful book.

Justice According to the English Common Lawyers. By F. E. DOWRICK, M.A. (Oxon), of the Inner Temple, Barrister-at-Law. pp. ix and (with Index) 251. 1961. London: Butterworth & Co. (Publishers), Ltd. £1 7s. 6d. net.

The basic material of which this unusual work is composed consists of the views of many English lawyers, particularly but not entirely as expressed in courts of law, on justice. The writer's initial thought is the layman—and, it may be, the practitioner—who, "glancing at the literature of English law over the last century, might well wonder whether the modern English lawyer had not dispensed with the concept of justice and now relied exclusively on the established system of courts and the huge corpus of statutes and rules of the mature common law and equity" (at pp. 6–7). From this thought he proceeds to point out (at p. 9) that any lawyer who critcises any particular law ceases merely to expound and invokes, consciously or otherwise, some notion of justice. After this it is logical to examine, as he does, the notions of justice revealed by a vast number of judicial and other utterances. However, Mr. Dowrick fulfils much more than the function of collector of quotations. His contribution is the organisation of his material into seven notions of justice—as judicature (ch. 2), as fair trial (ch. 3), natural (ch. 4), moral (ch. 5), individual (ch. 6), social (ch. 7) and legal (ch. 8)—each subdivided into four parts briefly summarised as: (*a*) expression of the particular notion; (*b*) a chronological account thereof; (*c*) examples of the effect thereof on the English legal system; and (*d*) criticisms thereof. This organisation is, of course, artificial. The writer admits in his conclusion that no consistent pattern can be discerned in the welter and variety of opinions on justice. Indeed he adds that "this very diversity may be the secret of the perennial vitality of the common law." More likely, however, it will drive the reader into looking, with the so-called American realists, not at what courts of law say they are doing but at what they actually do.

None the less, whatever the practical utility of the book, it will be found to contain a fascinating assortment of unfamiliar expressions of familiar propositions which will be of especial importance and interest to undergraduate students of jurisprudence. They will at least be glad to change their diet of justice from ancient Greece to twentieth-century England.

Industrial Law. Sixth Edition. By H. SAMUELS, O.B.E., M.A., of the Middle Temple and Northern Circuit, Barrister-at-Law. With a foreword by Sir HAROLD MORRIS, Q.C., formerly President of the Industrial Court. pp. xviii and (with Index) 205. 1961. London: Sir Isaac Pitman and Sons, Ltd. £1 1s. net.

This book has proved its value as a guide to industrial law, including the law of master and servant and the law concerning trade unions and trade associations. Those who are not familiar with this work may be surprised by the amount of detail that it contains and, for a statement of the relevant principles of common law and a summary of the statutory provisions within its scope, this book is, perhaps, without a rival. Since the appearance of the last edition in 1958 there have been several important judicial decisions and Parliament has not been inactive. The new edition takes these developments into account and students of this branch of the law will be pleased to know that it is now available.

The Murder of Lord Erroll. By RUPERT FURNEAUX. pp. ix and 180. 1961. London: Stevens & Sons, Ltd. £1 2s. 6d. net.

Mr. Furneaux has written much better than this; nevertheless, his account of the African *cause célèbre* is full of interest to lawyer and layman alike. Erroll's libidinous affairs must have aroused the resentment of several men and women in Kenya, while the theory rejected by the Crown—that the crime was committed by more than one person—fits in with the known facts of the case. Suspicion surrounded Broughton from the start, and its bad smell has stuck to him ever since. This fifty-seven year old husband may well have planned the murder of his rival, but that he took part in the actual killing is less probable. Not only did he know Erroll's movements on the night in question, but it was he who contrived to get him to the fatal spot at a certain time which might have been pre-arranged by the plotters. Some of his utterances and a good deal of his conduct before and after the crime were not quite consistent with innocence, his professed sportsmanlike and benevolent attitude towards his young wife and her paramour was not convincing, and when in difficulties during cross-examination he said he could not remember or might have made a mistake. For a man who claimed to possess "the worst memory in the world," it is surprising how many distant details he remembered which were favourable to him. However, at the end of a twenty-three-day trial the jury returned the right verdict, because the prosecution had proved nothing sufficiently except motive. Indeed, in his closing speech, the Attorney-General told the jury that he did not know or care how Broughton had got out of the house in the dead of night, where he lay in wait for his victim, where he had shot him, or how he had returned home afterwards in the black-out. Yet these questions were vital to establish opportunity, and must have exercised the jury somewhat. Again, the police failed to produce the weapon with which the deed was done, and the circumstantial evidence that Broughton had owned it was skilfully contested. In the last analysis, too much was left to speculation which—though poison to the jury—is meat to the reader.

NOTES OF CASES

*These notes are published by arrangement with the Council of Law Reporting. Except in respect of those marked *, full reports of the judgments, revised by the judges, will shortly appear in the Weekly Law Reports. A list of cases reported in today's issue of "W.L.R." is set out at the end of these notes.*

Case Editor: J. D. PENNINGTON, Esq., Barrister-at-Law

House of Lords

FACTORY: DANGEROUS MACHINERY (FENCING): PARTS EJECTED FROM MACHINE: WHETHER DUTY TO FENCE

Close *v.* Steel Co. of Wales, Ltd.

Lord Denning, Lord Goddard, Lord Morton of Henryton, Lord Morris of Borth-y-Gest and Lord Guest. 23rd June, 1961

Appeal from the Court of Appeal ([1960] 3 W.L.R. 401; 104 SOL. J. 763).

The appellant was operating an electric drill when the bit shattered and he was struck and injured in the left eye by one or more pieces which flew out. Winn, J., dismissed his action against his employers for damages for breach, *inter alia*, of their statutory duty under s. 14 (1) of the Factories Act, 1947. The Court of Appeal affirmed Winn, J., holding that, although the duty imposed on an employer under s. 14 (1) comprehended the protection of the workmen from injury caused by ejected or flying parts of the machine itself, nevertheless, in the circumstances, the risk of grave injury was not reasonably foreseeable and, therefore, the bit was not a "dangerous part of . . . machinery" within the scope of the statutory duty. The appellant appealed.

LORD DENNING said that in his opinion here there was no dangerous part of any machinery and on that ground he would dismiss the appeal. As to the other question argued, he was satisfied that there was no decision of the House of Lords on the point and he would invite their lordships to hold that, when a part of machinery was dangerous by reason of its tendency to throw off broken or loose pieces, it must be so fenced as to give security from that danger.

LORD GODDARD said that the evidence satisfied him that the risk of injury, serious and regrettable as it proved to be, was not reasonably foreseeable, and he agreed with the Court of Appeal that on this ground alone the appellant's claim must fail. The Court of Appeal, however, had asked for guidance as to the extent to which, if at all, the decision of the House of Lords in *Nicholls* v. *F. Austin (Leyton), Ltd.* [1946] A.C. 493, ought now to be regarded as qualified. Concisely stated, that case decided that the Factories Act required a dangerous part of a machine to be securely fenced, but for the purpose of preventing an operator from coming into contact with it and not for the purpose of keeping parts of the machine or of the material on which it was being worked from flying out. Reluctantly he had come to the conclusion that *Nicholls* v. *Austin, supra*, reinforced as he thought it was by *Carroll* v. *Andrew Barclay & Sons, Ltd.* [1948] A.C. 477, could not be regarded as qualified. He agreed that the appeal must be dismissed.

The other noble and learned lords delivered opinions concurring with that of Lord Goddard. Appeal dismissed.

APPEARANCES: *Gerald Gardiner*, Q.C., *H. E. Hooson*, Q.C., and *Bruce Griffiths* (*Evill & Coleman*); *R. Marven Everett*, Q.C., *A. T. Davies*, Q.C., and *D. C. Powell* (*Kenneth Brown, Baker, Baker*).

[Reported by J. A. GRIFFITHS, Esq., Barrister-at-Law]

Court of Appeal

COMPANY MEETING: RESULT OF POLL DISPUTED: WHETHER INTERLOCUTORY RELIEF SHOULD BE GRANTED

***Burden *v.* Sinclair**

Lord Evershed, M.R., Harman and Donovan, L.JJ.
31st May, 1961

Appeal from Wilberforce, J.

On 27th January, 1961, an extraordinary meeting of the defendant company was held and resolutions were proposed for removing the first and second defendants from office as directors, and for appointing the second and third plaintiffs in their place. On a show of hands it appeared that the resolutions would not be passed and a poll was demanded. The first defendant, as chairman of the company, directed that the poll be taken on 23rd February, 1961, at the offices of the third defendants, a firm, who were appointed to be scrutineers. Proxy forms were sent out and returned and on 24th February, 1961, the scrutineers informed the chairman that the resolutions had been defeated. Subsequently, the plaintiffs scrutinised the proxies and on 27th February submitted that certain proxies had been wrongly admitted and that, if those votes had not been counted, the resolutions would have been passed. The chairman accepted the scrutineers' first report of 24th February that the resolutions had not been passed. The plaintiffs sought a declaration that the resolutions had been duly carried at the extraordinary general meeting of the company removing the first and second defendants from office as directors of the company and appointing the second and third plaintiffs in their place, and an injunction restraining the first and second defendants from acting as directors of the company. By this motion they sought an interlocutory injunction to restrain the first and second defendants from acting or purporting to act as directors of the defendant company. Wilberforce, J., considered the plaintiffs' challenge to the proxies and the construction of the articles of association of the defendant company, including art. 66, which followed the wording of reg. 59 of Table A of Sched. I to the Companies Act, 1948. Article 66 provided: "If a poll is duly demanded, it shall be taken in such manner and in such place as the chairman may direct . . . and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded." Wilberforce, J., held that the plaintiffs' objections were taken too late and he refused to grant an injunction. The plaintiffs appealed.

LORD EVERSHED, M.R., said that it could not be said that there was any adjournment of the extraordinary meeting of 27th January to 24th February (or to any other date) for the purpose of declaring the result of the poll. What art. 66 of the company's articles and reg. 59 of Table A appeared to envisage was that, where there was a poll, at some stage the result of the poll would become known and that result be treated as though it had been the resolution of the meeting when the poll was demanded. It was not desirable to go further and to say that there was some point of time in the ordinary case at which, when a poll was being taken, the result was not only communicated but had become conclusive against any objection. Since the whole subject-matter of the action was the question of the effect of the resolutions, it was not right that the various questions raised should be dealt with on an application for interlocutory relief and an

interlocutory injunction should be refused. He would dismiss the appeal.

HARMAN, L.J., delivered a concurring judgment.

DONOVAN, L.J., agreed. Appeal dismissed.

APPEARANCES: *C. A. Settle*, Q.C., and *D. A. Thomas* (*Basil Greenby & Co.*); *Morris Finer* (*Simmonds, Church Rackham & Co.*).

[Reported by J. A. GRIFFITHS, Esq., Barrister-at-Law]

MALICIOUS PROSECUTION: COSTS INCURRED BY SUCCESSFUL DEFENDANT: WHETHER ACTION LIES

Berry *v.* British Transport Commission

Ormerod, Devlin and Danckwerts, L.JJ.

23rd June, 1961

Appeal from Diplock, J. ([1961] 1 Q.B. 149; 104 SOL. J. 826).

The plaintiff was charged on a complaint by the defendants' servant with pulling the communication cord on a train, contrary to s. 22 of the Regulation of Railways Act, 1868. She pleaded not guilty but was convicted by justices, fined 20s. and ordered to pay 27s. costs. She appealed successfully against that conviction and the recorder awarded her 15 guineas costs. She brought an action against the defendants for damages for malicious prosecution. In her statement of claim the only particulars of special damage related to costs, which were calculated on the basis of the amount she had actually expended on her defence before the magistrates and on her appeal. She also alleged that she had been injured in her reputation, had been held up to ridicule, had suffered pain in mind, had been put to expense in defending herself against the charge and had suffered loss and damage. The defendants contended that the statement of claim disclosed no damage of which the plaintiff was entitled to complain in law and that the statement of claim disclosed no cause of action. The point of law raised by the defendants was heard as a preliminary issue before Diplock, J., who held that the statement of claim disclosed no cause of damage under either head. The plaintiff appealed.

ORMEROD, L.J., said that in a civil action costs incurred in excess of the sum allowed on taxation could not be recovered as damages: but he was unable to agree with Diplock, J., that no distinction was to be drawn between civil and criminal cases which were tried summarily. In a civil action it was well established that, although the judge had a discretion as to costs, that discretion must be exercised judicially and a successful litigant could only be refused an order for costs if there was a good reason for it. That was not the case when costs were awarded in a criminal prosecution. The effect of s. 1 of the Summary Jurisdiction (Appeals) Act, 1933, was that an award of costs in a case of this kind was not intended by the Legislature necessarily to compensate a successful appellant. It could not be said that the plaintiff had not pleaded that she had suffered special damage so as to bring her within the requirements in an action of this nature laid down by Sir John Holt, C.J., in *Savile* v. *Roberts* (1698), 1 Ld. Raym. 374. It followed that the statement of claim was not demurrable and he would allow the appeal on that ground. It was unnecessary to discuss the other head of damage claimed.

DEVLIN, L.J., said that the defendants' allegation was based on an old rule stated in Mayne on Damages, 11th ed., p. 119, that the right to costs must always be considered as finally settled in the court where the question to which that right was accessory was determined; so that, if any costs were awarded, nothing beyond the sum taxed according to the rules of the court could be recovered. There was already sufficient authority to show that judicial discretion in the award of criminal costs was not the same thing as it was in civil cases. The court was not legally compelled to extend the rule to costs in criminal cases and there was good reason why they should not do so. He held that the statement of claim did disclose a good cause of action. As to the other head of claim relied on by the plaintiff, he agreed with Diplock, J., that that failed.

DANCKWERTS, L.J., delivered a concurring judgment. Appeal allowed.

APPEARANCES: The plaintiff appeared in person; *Neil Lawson*, Q.C., *Patrick O'Connor*, Q.C., and *G. M. M. Wakeford* (*M. H. B. Gilmour*); *Roger Ormrod*, Q.C., and *T. K. Homer* as *amici curiae*.

[Reported by Mrs. E. M. WELLWOOD, Barrister-at-Law]

INCOME TAX: EXPENSES: BANK MANAGER

Brown *v.* Bullock (Inspector of Taxes)

Lord Evershed, M.R., Harman and Donovan, L.JJ.

26th June, 1961

Appeal from Danckwerts, J. ([1961] 1 W.L.R. 53; p. 63, *ante*).

The managers of branches of a bank were instructed by the bank to foster local contacts by joining clubs, such membership being virtually a condition of managerial appointment. *B*, on his appointment as branch manager, joined the *D* club and his annual subscription of £21 was paid by the bank. He used the club to return hospitality received from customers and he lunched there fairly frequently to keep in touch with member customers, but rarely used it for other purposes. *B* was already a member of the *R* club and, by agreement with the bank, he continued his membership in order to enjoy some personal advantage from its country branch and the bank agreed to pay half of the 12 guineas annual subscription. *B* was taxed in respect of those subscriptions and appealed, claiming that the sums were allowable as a deduction under r. 7 of Sched. IX to the Income Tax Act, 1952. Danckwerts, J., held that the subscriptions were not "money wholly, exclusively and necessarily" expended in the performance of his duties as a bank manager, within the meaning of r. 7.

LORD EVERSHED, M.R., said that Danckwerts, J., considered the matter to be concluded by the decision of Vaisey, J., in *Lomax* v. *Newton* [1953] 1 W.L.R. 1123, and, although the Court of Appeal was not bound by that decision, there was no ground for casting any doubt on its correctness. The matter depended on the application of the few words in r. 7. When a man became a member of a club because his employers said that he ought to, he was entitled to the amenities of the club. When he paid his subscription, was it necessarily incurred in the performance of his duties as a bank manager? The answer was no. What his employers desired him to do was one thing; the performance of his duties as a bank manager was something else. His lordship could not find any ground for saying that r. 7 could be applied to those subscriptions and would dismiss the appeal.

HARMAN, L.J., agreed.

DONOVAN, L.J., agreeing, said that the test was not whether the employer imposed the expense but whether the duties did, in the sense that, irrespective of what the employer might prescribe, the duties could not be performed without incurring the particular outlay. It was conceded that if *B* had not joined the clubs he could still perform his duties as a bank manager. Applying that test, *B*'s argument failed. Appeal dismissed.

APPEARANCES: *H. H. Monroe*, Q.C., and *M. P. Nolan* (*Preston & Naylor*); *C. F. Fletcher-Cooke*, Q.C., and *Alan S. Orr* (*Solicitor, Inland Revenue*).

[Reported by Miss C. J. ELLIS, Barrister-at-Law]

FRESH EVIDENCE AS TO CREDIT: COURT MISLED AS TO STATUS OF DEFENDANT: WHETHER PLAINTIFF ENTITLED TO NEW TRIAL

Meek *v.* Fleming

Holroyd Pearce, Willmer and Pearson, L.JJ.

26th June, 1961

Appeal from Streatfeild, J., and a jury.

A press photographer issued a writ in 1958 for alleged assault and wrongful imprisonment against a Chief Inspector of the Metropolitan Police. Before the trial came on, the inspector had been demoted to station sergeant for misconduct in arranging for the deception of a magistrate's court; but it was decided that the facts as to that demotion should not be put before the court, and steps to that end were taken in the conduct of the defence. On a crucial issue of fact the plaintiff's unsupported evidence was in conflict with that of the defendant, who was supported on other matters by other police officers. The trial judge, in summing up to the jury, stressed the rank and status of the defendant. The jury, after a four-hour deliberation, returned a verdict for the defendant, and judgment was entered accordingly. Later the facts as to the defendant's demotion became known to the plaintiff and were admitted on behalf of the defendant. The plaintiff appealed, asking for a new trial and for leave to adduce the fresh evidence as to the credit of the defendant.

HOLROYD PEARCE, L.J., said that the court was rightly loth to order a new trial on the ground of evidence as to credit; but where a party deliberately misled the court in a material matter and that decision to mislead had probably tipped the scale in his favour, it would be wrong to allow him to retain the judgment thus unfairly obtained. *Finis litium*, though desirable, must not be sought at the sacrifice of justice. His lordship appreciated that it was very hard at times for the advocate to see his path clearly between a failure in his duty to the court and a failure in his duty to his client; but the duty to the court had in this case been unwarrantably subordinated to the duty to the client. The appeal must be allowed and a new trial ordered.

WILLMER, L.J., concurring, said that this was not an ordinary case of an application to adduce fresh evidence. It involved something much more fundamental. The characters of the parties being of peculiarly vital significance, the failure to disclose the defendant's rank amounted to presenting the whole case on a false basis. The decision to do so, which had the effect of deceiving the court, though taken after careful consideration, was a wrong decision, and it would be a miscarriage of justice to allow the verdict obtained in that way to stand.

PEARSON, L.J., delivered a concurring judgment. Appeal allowed. New trial ordered.

APPEARANCES: *Neville Faulks*, Q.C., and *Sebag Shaw* (*Zeffertt, Heard & Morley Lawson*); *Victor Durand*, Q.C., and *W. W. Stabb* (*Solicitor, Metropolitan Police*).

[Reported by Miss M. M. HILL, Barrister-at-Law]

HIRE-PURCHASE: CHATTEL SOLD BY OWNERS FOR LESS THAN PURCHASE PRICE: DAMAGES FOR BREACH OF CONTRACT

Yeoman Credit Co., Ltd. *v.* Waragowski

Ormerod, Upjohn and Davies, L.JJ. 27th June, 1961

Appeal from Master Lawrence.

In January, 1959, the defendant entered into a hire-purchase agreement with the plaintiff company for the hire purchase of a Ford van, the purchase price being £437 7s. He paid an initial deposit of £72 and agreed to pay the balance by thirty-six monthly payments of £10 9s. Under the agreement the defendant was liable to pay damages in certain events. None of the instalments was in fact paid and in July, 1959, the plaintiffs recovered possession of the van and sold it for £205, admittedly the best price that could be obtained in the circumstances. The plaintiffs brought proceedings to recover the instalments then due, £60 4s. 9d. Master Grundy gave judgment for that amount and, as he considered that a question of damages for breach of contract might arise, referred the matter to Master Lawrence, who awarded the plaintiffs damages of £92 2s. 6d., namely, the full amount which the plaintiffs would have received had the defendant carried out his obligations under the agreement, less £1 payable by him on the exercise of the option to purchase. The defendant appealed on the ground that the award of damages was in fact an award in respect of depreciation since the plaintiffs had sold the vehicle for a lesser sum than he had agreed to pay.

DAVIES, L.J., said that the defendant had relied on a passage in the judgment of Salter, J., in *Elsey* v. *Hyde* (unreported; see *Cooden Engineering Co., Ltd.* v. *Stanford* [1953] 1 Q.B. 86, at p. 95) that the amount lawfully recoverable under the hire-purchase agreement the subject of that case was the total amount of instalments due, plus interest, and that depreciation of the article should not be taken into account. The agreement in this case had not been carried out; the defendant had not paid any of the instalments, nor had he, as he might have done, brought the agreement to an end by paying some of the instalments and then handing back the vehicle. The plaintiffs were not precluded from recovering the balance due under the agreement by reason of the fact that they had taken possession of the van. The passage from the judgment of Salter, J., *supra*, was not necessarily a rule to be applied generally. In his lordship's opinion this was a case of breach of contract and the damages were not damages for depreciation but for breach of contract. The plaintiffs were entitled to be put in the same position as if the contract had been carried out.

ORMEROD and UPJOHN, L.JJ., agreed. Appeal dismissed.

APPEARANCES: *Michael Mann* (*Tuckey & Rulatt*); *J. Lloyd-Eley* (*Paisner & Co.*).

[Reported by D. M. GOODBODY, Esq., Barrister-at-Law]

Queen's Bench Division

SHIPPING: EXEMPTION CLAUSE: MEANING OF "RECKLESSLY": LONDON LIGHTERAGE CLAUSE

Shawiningan, Ltd. *v.* Vokins & Co., Ltd.

Megaw, J. 29th June, 1961

Action.

In November, 1957, cargo owners contracted orally with barge hirers to supply a barge to carry a cargo of resin from a ship in London Docks to a wharf. The contract was subject to the terms of the London Lighterage Clause, an exemption clause stated to be in general, though not universal, use in the Port of London. The proviso was as follows: "... the foregoing exemption excluding us from any liability arising from unseaworthiness of craft shall not apply unless we are able to establish that we have not knowingly or recklessly supplied an unseaworthy barge for the service at the time of the commencement of the voyage to the ship, wharf or quay to load ..." The barge hirers hired a barge from a reputable firm with whom they had had many years' dealing. Though the barge was old, she had just undergone an overhaul; but the person carrying it out had failed to notice that a bottom plate was dangerously thin and likely to be holed at any time. A lighterman inspected it later but saw no visible defects. After loading the cargo, the barge returned to the dock and lay there over a week-end, when it was found that water had been taken in and damaged the cargo, because the defective plate had been holed before the barge started on the service. The plaintiffs claimed damages; the defendants relied on the Lighterage Clause as exempting them from liability.

MEGAW, J., said that the questions for decision were, firstly, whether the clause was relevant; and secondly, if it was, whether the defendants had "knowingly or recklessly supplied an unseaworthy barge" within the proviso. On the first point his lordship held that the barge was unseaworthy when she started service. Therefore the defendants were exempted from liability if they could establish that they had not knowingly or recklessly supplied an unseaworthy barge. "Recklessly" meant gross carelessness, doing something which involved risk, whether or not the doer realised it, and the risk being such that, having regard to all the circumstances, the taking of it could be described by the reasonable man on the objective test as "reckless." There was no proper ground on the present facts for holding that these defendants had acted recklessly in supplying the barge, unseaworthy though it was, and nothing in their conduct that could be complained of, either in their hiring of the barge, having regard to the good reputation of the owners, or in their system of inspection. The plaintiffs' claim failed and there should be judgment for the defendants.

APPEARANCES: *John Donaldson*, Q.C., and *M. J. Mustill* (*Ince & Co.*); *Henry Brandon*, Q.C., and *John F. Willmer* (*Clyde & Co.*).

[Reported by Miss M. M. HILL, Barrister-at-Law]

Probate, Divorce and Admiralty Division

MARRIAGE: CEREMONY IN EIRE: HUSBAND PREVIOUSLY DIVORCED IN ENGLAND

Breen (otherwise Smith) *v.* Breen

Karminski, J. 26th June, 1961

Defended suit for nullity of marriage.

In 1944 the husband married *A*. In September, 1952, *A* was granted a decree absolute of divorce on the ground of the husband's desertion. In March, 1953, the husband went through a ceremony of marriage with the wife at the register office, Dublin, *A* being still alive. In 1959, the wife petitioned for nullity of marriage, on the ground that the 1953 ceremony was void by the law of Eire, the dissolution of the husband's marriage to *A* not being recognised by the courts of Eire. At the first hearing, the court referred the matter to the Queen's Proctor for his assistance.

KARMINSKI, J., said that he was satisfied that the husband was at all material times domiciled in England. The wife based her case on an article of the 1937 Constitution of Ireland which provided that no person whose marriage had been dissolved under the law of any other State, but was a subsisting valid marriage under the law of Eire, could contract a valid marriage in Eire during the lifetime of the other party to the marriage so dissolved. That did not mean, however, that a marriage dissolved by a court of another State, the parties being domiciled in that State, remained a subsisting valid marriage by the law of Eire. The law existing in Eire at the time when the 1937 Constitution was enacted was that a divorce effected by a foreign court of persons domiciled within its jurisdiction was valid in Eire. The Constitution had not altered that practically universal rule of private international law. It followed that the decree of divorce granted to *A* in the English High Court was valid by the law of Eire, the parties being domiciled in England, and that the marriage in Eire between the husband and the wife in 1953 was also valid by the law of Eire. The petition therefore failed and must be dismissed.

APPEARANCES: *I. J. Black* and *C. G. Leonard* (*Buller, Jeffries & Kenshole*, Birmingham, for *Aplin, Hunt, Thomas & Brooks*, Banbury); *Colin Duncan* and *Brian Neill* (*Queen's Proctor*).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

DIVORCE: MAINTENANCE: LUMP SUM IN FULL SATISFACTION: SUBSEQUENT APPLICATION

L *v.* L

Marshall, J. 27th June, 1961

Summons.

In 1953, whilst a husband and wife were living apart, the husband covenanted to pay the wife, during their joint lives or for a period of seven years, whichever should be the shorter period, specified monthly sums for her maintenance. In 1955, the wife was granted a decree absolute of divorce on the ground of the husband's desertion. Her petition included a prayer for maintenance, but that prayer was not proceeded with. In 1958, the wife agreed to accept the sum of £660 in full satisfaction of all present and future rights to maintenance and a "*Mills* v. *Mills*" [1940] P. 124, order was made in the registry, by consent, dismissing the prayer for maintenance contained in the wife's petition. In 1961 the wife, being then in receipt of national assistance, sought to claim maintenance from the husband. The registrar referred the application to a judge.

MARSHALL, J., said that the effect of s. 1 of the Matrimonial Causes (Property and Maintenance) Act, 1958, which empowered the court to make orders for maintenance not merely, as formerly, "on making a decree," but "at any time thereafter," was that the principle of *Mills* v. *Mills*, *supra*, no longer stood. The policy of that Act was intended to cover just this type of case, and permitted a new inquiry on the question of maintenance, taking into account past agreements and the conduct of the parties. The wife would be given leave to file a notice of application for maintenance, and the matter would be remitted to the registrar to deal with the question of amount.

APPEARANCES: *John Mortimer* (*Benson, Mazure & Co.*); *Alan de Piro* (*Gamlen, Bowerman & Forward*).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

COSTS: "OPPRESSIVE CONDUCT GENERALLY": SOLICITORS' PERSONAL LIABILITY

*** *In re* An Application for Costs**

Karminski, J. 27th June, 1961

Defended matrimonial cause.

A husband, who had successfully petitioned for the reversal of a decree of judicial separation previously granted to his wife, applied that the wife's solicitors be condemned, in whole or in part, in his costs. The husband's complaint was that a letter said to have been sent by the wife's solicitors to his solicitors, giving notice of the setting down of the suit for judicial separation, had not been received by his solicitors, with the result that the suit had proceeded to hearing on an undefended basis. Karminski, J., had found in the husband's favour that no such letter had been received by his solicitors, but was unable to arrive at any conclusion as to the causes of the failure of the letter to reach its destination.

KARMINSKI, J., said that one of the less attractive features of the case was a deliberately altered entry in the postage book produced by the wife's solicitors. Unfortunately, the case for the wife's solicitors on this point was presented with a marked degree of reticence. In the end, his lordship was left in very grave doubt as to the truth of the matter. There was no doubt that the court had jurisdiction, by virtue of the inherent powers it exercised over solicitors as officers of the court, to condemn solicitors personally in costs. That jurisdiction could be invoked where there had been an abuse of the process of the court or oppressive conduct generally. In the present case, his lordship did not find the wife's solicitors guilty of dishonesty or bad faith, but their conduct was covered by the term "oppressive conduct generally." They

would be ordered to pay 150 guineas towards the husband's costs. That order would be stayed, conditionally upon their bringing the sum into court within fourteen days.

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

HUSBAND AND WIFE: NULLITY: APPLICATION BY WIFE FOR MAINTENANCE: "RELIEF"

G *v.* G (otherwise H)

Marshall, J. 28th June, 1961

Summons adjourned into open court.

A wife whose husband had obtained an annulment of the marriage on the ground of her incapacity to consummate it ([1960] 3 W.L.R. 648; 104 SOL. J. 826) applied by notice for maintenance. The answer filed by the wife in the suit prayed for the petition to be dismissed, with costs, and for "such further or other relief as may be just." The registrar held that as the wife had not applied for maintenance in the prayer of her answer filed in the suit, she could only do so with the leave of a judge. The wife then applied by judge's summons for a declaration that she was entitled to apply for maintenance without leave. Rule 3 (3) of the Matrimonial Causes Rules, 1957, states: "Every application for ancillary relief, being an application . . . for the payment, on a decree for divorce or nullity of marriage, of monthly or weekly sums by the husband for the maintenance and support of his wife . . .shall be made in the petition or, where an answer claiming relief is filed, in the answer: Provided that . . . a judge may give leave for an application for ancillary relief which should have been made in the petition or answer to be made subsequently . . ."

MARSHALL, J., said that the question was whether the wife's answer was an answer claiming relief within the meaning of r. 3 (3) of the Matrimonial Causes Rules, 1957. The word "relief," as used in that rule, meant relief of a matrimonial kind—relief intended to change the matrimonial status of the parties. Neither the wife's prayer for costs nor the prayer for "such further or other relief as may be just" was a prayer for relief of that kind. The latter prayer added nothing; the common practice of including it was quite unnecessary and it would be better if it were omitted from pleadings. The wife's answer was not, therefore, one claiming relief, so that a subsequent application for maintenance could accordingly be made without leave. The declaration asked for in the summons would be made. Order accordingly.

APPEARANCES: *Lloyd-Davies* (*Candler, Stannard & Co.*); *Alan Bray* (*Alec Woolf & Turk*).

[Reported by D. R. ELLISON, Esq., Barrister-at-Law]

HUSBAND AND WIFE: NULLITY: WIFE WILLING TO UNDERGO OPERATION

S *v.* S

Karminski, J. 29th June, 1961

Defended nullity suit.

The parties were married in 1955 but the marriage was never consummated owing to the absence in the wife of a vagina. The parties cohabited for three years, during which time the wife was advised that by means of plastic surgery an artificial vagina could probably be created. The wife expressed herself willing to undergo the operation, but before she had done so the husband left her and had never since returned. The husband petitioned for a decree of nullity on the ground of the wife's incapacity.

KARMINSKI, J., said that it was clear on the evidence that the operation would probably be successful. The test of whether or not a marriage could be consummated depended on whether this was practicable or impracticable and the principles established in *D* v. *A* (1845), 1 Rob. 279, must be applied in the light of present-day medical knowledge. In his lordship's opinion, the presence in the woman of an artificial vagina would not prevent *vera copula* taking place and since the wife was willing to undergo the operation it was impossible to find that she was incapable of consummating the marriage. Petition dismissed.

APPEARANCES: *W. R. K. Merrylees* (*Few & Kester*, Cambridge); *J. D. F. Moylan* (*Ginn & Co.*, Cambridge).

[Reported by Miss MARGARET BOOTH, Barrister-at-Law]

Court of Criminal Appeal

EVIDENCE: CHARGE RELATING TO SINGLE INCIDENT: EVIDENCE OF SECOND INCIDENT ADMITTED ON ISSUE OF IDENTITY

***R. *v.* Renard; R. *v.* Parsons**

Ashworth, Paull and Elwes, JJ. 27th June, 1961

Appeals against conviction.

The appellants, *R* and *P*, with a woman and a dog, were seen by one *S* at 11.30 p.m., in *L* Square, apparently interfering with a van. *S* informed a police constable, who thereafter followed them and saw them at 12.20 a.m. in a nearby street beside a Jaguar car parked outside *R's* flat. One appellant bent down beside the car and appeared to try to lift the lid of the boot. The appellants were charged with attempted larceny from a car in respect of the first incident only and were convicted. At the trial, evidence as to the second incident was admitted on the question of identity or identification and the appellants now appealed on the ground, *inter alia*, that such evidence should have been held inadmissible.

ASHWORTH, J., said that in a case such as this, the wiser course would be to prefer a charge in respect of each of the two incidents so that the question whether the evidence in respect of the second incident was relevant and admissible on the single charge would not arise. Following *R.* v. *Hall* [1952] 1 K.B. 302, and *R.* v. *Straffen* [1952] 2 K.B. 911, the court would hold the evidence admissible but desired to emphasise that each case should be regarded on its own particular facts and with special attention to the evidence the prosecution sought to adduce. The principles had been laid down in other cases and the problem now and hereafter was to decide in each case on which line the particular evidence fell. The court regarded this case as having special qualities of its own, and the judgment was not to be taken as the least encouragement to those responsible for prosecutions to think that, because a particular incident and one only was charged, they were at liberty to introduce evidence of other incidents without regard to their connection with the original incident or to the question whether they really went to identification, or to proving the intent of the prisoner. It was of particular importance that the rules of evidence should be strictly observed and any latitude in relation to admitting prejudicial evidence should be guarded against. There was an overriding discretion in the court to reject evidence if it was unduly prejudicial but what his lordship had said was meant to go to principle rather than to discretion. Appeals dismissed.

APPEARANCES: *C. G. L. Du Cann* (*Sampson & Co.*); *C. J. Crespi* (*Solicitor, Metropolitan Police*).

[Reported by Miss J. A. BUTTERY, Barrister-at-Law]

KEEPING A DISORDERLY HOUSE: DEFINITION OF COMMON-LAW OFFENCE

R. *v.* Quinn; R. *v.* Bloom

Ashworth, Paull and Howard, JJ. 30th June, 1961

Appeals against conviction.

Both the appellants were charged with keeping a disorderly house contrary to common law. The charges arose out of

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(*Continued on p. xvii*)

"strip tease" performances given at their respective clubs. Both were convicted.

ASHWORTH, J., said that in so far as the expression "disorderly house" had been used in Acts of Parliament no statutory definition had been provided. Keeping a disorderly house was also a common-law offence but in none of the reported cases did there appear a comprehensive definition. In reliance partly on *Shaw* v. *Director of Public Prosections* [1961] 2 W.L.R. 897; p. 421, *ante*, much of the reasoning in which was applicable to the present appeals, counsel for the Crown submitted a proposition which counsel for the appellants were content to accept as a correct statement of principle: "A disorderly house is a house conducted contrary to good law and order in that matters are performed or exhibited of such a character that their performance or exhibition in a place of common resort (*a*) amounts to an outrage of public decency, or (*b*) tends to corrupt or deprave, or (*c*) is otherwise calculated to injure the public interest so as to call for public condemnation and punishment." Subject to two comments, firstly, that it must be regarded as limited to cases in which indecent performances or exhibitions were alleged, and, secondly, that the three phrases should not be regarded as mutually exclusive, that statement of principle was correct in law. The appeals were dismissed; leave to appeal to the House of Lords was refused.

APPEARANCES: *Edward Clarke*, Q.C., and *Leonard Lewis* (*Stanley Levene*); *Christmas Humphreys*, Q.C., and *James Burge* (*Kingsley Napley & Co.*); *Sebag Shaw* (*Solicitor, Metropolitan Police*).

[Reported by PIERS HERBERT, Esq., Barrister-at-Law]

Restrictive Practices Court

RESTRICTIVE PRACTICE: AMENDMENT OF PLEADINGS

In re Reinforcement Conference Members' Application

Diplock, J., Mr. W. Wallace, Mr. W. G. Campbell and Sir Godfrey Mitchell. 16th November, 1960

Application.

The members of the Reinforcement Conference, whose agreement had been referred to the court, applied, after the application for directions and before the final hearing, for leave to amend their statement of case. The application was not opposed by the registrar.

DIPLOCK, J., said that the court would allow the statement of case to be amended. Where a proposed amendment to pleadings was agreed after the application for directions, it need not be the subject of a separate application, but could be brought to the attention of the court for approval at the next convenient opportunity.

APPEARANCES: *R. I. Threlfall* (*Claremont, Haynes & Co.*); *John Donaldson* (*Treasury Solicitor*).

[Reported by NORMAN PRIMOST, Esq., Barrister-at-Law]

THE WEEKLY LAW REPORTS

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CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of "The Solicitors' Journal"]

Solicitors Don't Care?

Sir,—In view of the number of practising solicitors compared with the number of practising barristers, is it not a disgrace to our side of the profession that according to the latest annual report of "Justice," there are 264 individual barrister members and only 294 individual solicitor members?

Are all our noses so close to the grindstone that we have neither the wish nor the will to see beyond to some of those difficult issues that "Justice" tackles?

D. E. MORRIS.

London, W.C.1.

Solicitors and Barristers

Sir,—I was extremely surprised to read in your editorial of the 23rd June the considered suggestion (as I assume it to be) that there should be a "one-stream" entry to the profession, and that the cream should then be skimmed off and called to the Bar.

This suggestion only seems to perpetuate the popular misconception as to the respective standings of solicitors and barristers, and I am particularly surprised that you, Sir, should lend your name to it. I have personally never regarded the relationship as analogous to that of consultants and general practitioners in the medical world.

Compared with his counterpart at the Bar, the intending solicitor has a longer and more detailed training to undergo and more difficult examinations to pass, and he finds it extremely irritating upon qualifying to be regarded (in unknowledgeable circles, and I assume at the instance of a certain section of the Bar) as just that shade inferior to his contemporary at the Bar. That he in general earns more I regard as indicative in itself, and I certainly would not agree that young solicitors' salaries are disproportionate to their abilities. I would have thought that the legal profession, above all, was the most difficult profession in which to secure true recognition of one's worth, particularly in the early stages.

I would, however, specifically confine my remarks to the comparative newcomer at the Bar, since the competent and tried barrister of several years standing is an invaluable stand-by for us all, just as he for his part presumably develops a healthy respect for his counterpart on our side of the fence.

The concept of a "fence" has, to the best of my knowledge, been fostered by the Bar, and I for one would be quite happy for it to remain. To suggest, however, that a person with ambitions

to practise at the Bar but who fails to "make the grade" through lack of character or intellect is nevertheless likely to provide suitably qualified material for the other side of the profession is, I consider, a slight on the latter which ought not to pass unrebuffed, and I do not imagine that I shall be the only one to take up the cudgels with you.

Since, in general, I have the greatest respect for those members of the Bar I myself instruct, I would prefer it if you allow me to sign myself—

TEN YEAR MAN.

Legal Aid Taxations

Sir,—We find the following situation a trifle odd. Are we alone in this?

We taxed a solicitor and client bill under the Legal Aid and Advice Act and the item "Instructions for Brief" was reduced to £100 from £170. There were various other small reductions as well. The area committee gave leave to have the taxation reviewed by the registrar who had taxed it. On such review the registrar allowed a number of small items he had previously disallowed, but refused to alter the main item of "Instructions for Brief," giving his reasons for so doing in the omnibus form which Sachs, J., in *Eaves* v. *Eaves and Powell* [1955] 3 All E.R. 849, had said was objectionable and entitled the party to have the item restored in full on a further review by the judge. We therefore applied for leave to take the matter before a judge but the Council of The Law Society refused this, declining to give their reasons for so doing. Nevertheless, we did apply to a judge and he restored the item in full on the basis of the decision above referred to. The Council now say that, although the authority in question was drawn to their attention at the time, we cannot recover from the Legal Aid Fund our costs of issuing the summons for review, attending thereon in London, obtaining the order and writing to the area secretary for payment of the additional costs. However, when payment was made to us out of the fund of the £70, there was deducted the usual 15 per cent. for administering the fund. So it seems that for having the temerity to fight and win we have to pay out of the sum recovered (*a*) our own costs, and (*b*) the Legal Aid Fund levy. No doubt if this happened to a lay person there would be an immediate outcry. Is this what The Law Society means by protecting our interests, which we naïvely thought was its principal function?

W. H. CREECH & DOUGLAS.

Sturminster Newton,
Dorset.

[By reg. 20 (8) of the Legal Aid (General) Regulations, 1960, "No costs shall be allowed on taxation in respect of any step for which, under the provisions of this Regulation or Regulation 22, the authority of the appropriate Area Committee or The Law Society is required, unless such authority was obtained before the step was taken." By reg. 20 (5) such authority is required for an application to the judge to review the taxation. —ED.]

IN WESTMINSTER AND WHITEHALL

HOUSE OF LORDS

PROGRESS OF BILLS

Read First Time:—

Army and Air Force Bill [H.C.] [27th June.
Barristers (Qualification for Office) Bill [H.C.] [26th June.
Companies (Floating Charges) (Scotland) Bill [H.C.] [26th June.
Highways (Miscellaneous Provisions) Bill [H.C.] [26th June.
Housing Bill [H.C.] [29th June.
Mock Auctions Bill [H.C.] [26th June.
Newport Corporation Bill [H.C.] [29th June.
Public Authorities (Allowances) Bill [H.C.] [26th June.

Read Second Time:—

Forth Road Bridge Order Confirmation (No. 2) Bill [H.C.] [27th June.
Police Federation Bill [H.C.] [27th June.

Read Third Time:—

Court of Chancery of Lancaster (Amendment) Bill [H.C.] [29th June.
Dartford Tunnel Bill [H.C.] [26th June.
Small Estates (Representation) Bill [H.C.] [29th June.

In Committee:—

Consumer Protection Bill [H.C.] [26th June.
Land Drainage Bill [H.C.] [29th June.

HOUSE OF COMMONS

A. PROGRESS OF BILLS

Read Second Time:—

Crown Estate Bill [H.C.] [28th June.
Public Health Bill [H.L.] [30th June.

Read Third Time:—

Human Tissue Bill [H.C.] [29th June.
North Atlantic Shipping Bill [H.C.] [29th June.
Saint Benet Sherehog Churchyard Bill [H.L.] [28th June.
Saint Pancras, Pancras Lane Churchyard Bill [H.L.] [28th June.

B. QUESTIONS

LAW REFORM COMMITTEE

The ATTORNEY-GENERAL gave the following table showing the action taken on the various reports of the Law Reform Committee:—

Date of Report	Subject matter	How implemented
First Report (April, 1953).	Statute of Frauds and s. 4 of Sale of Goods Act, 1893.	Law Reform (Enforcement of Contracts) Act, 1954.
Second Report (May, 1954).	Innkeepers' liability.	Hotel Proprietors Act, 1956.
Third Report (November, 1954).	Occupiers' liability to invitees, licensees and trespassers.	Occupiers' Liability Act, 1957.
Fourth Report (November, 1956).	Rule against perpetuities.	No legislation yet introduced.
Fifth Report (January, 1957).	Conditions and exceptions in insurance policies.	No action recommended.
Sixth Report (November, 1957).	Court's power to sanction variation of trusts.	Variation of Trusts Act, 1958.
Seventh Report (August, 1958).	Effect of tax liability on damages.	Committee unable to agree: majority recommended no action.
Eighth Report (December, 1958).	Sealing of contracts made by bodies corporate.	Corporate Bodies' Contracts Act, 1960.
Ninth Report (January, 1961).	Liability in tort between husband and wife.	No legislation yet introduced.

[27th June.

The ATTORNEY-GENERAL said that two matters were at present being considered by the Law Reform Committee: (1) the law relating to innocent misrepresentation; (2) the desirability of abolishing the right of action for loss of services and creating a right of action enabling an employer to recover damages for any loss he suffered in consequence of a wrong done to his employee by a third person. [28th June.

TOMBOLA

Asked whether he would introduce legislation to amend the Small Lotteries and Gaming Act to make it lawful for clubs to arrange tombola games in aid of their funds, Mr. BUTLER said that he was studying the implications of *Payne and Others* v. *Bradley*, p. 566, *ante*, and would make a statement when he had done so. [28th June.

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(*Continued on p. xviii*)

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(Continued on p. xix)

STATUTORY INSTRUMENTS

Building Societies (Additional Security) Order, 1961. (S.I. 1961 No. 1183.) 5d.
Civil Aviation (Transitional Licences) (No. 8) Order, 1961. (S.I. 1961 No. 1144.) 5d.
Commission for the New Towns (Appointed Day) Order, 1961. (S.I. 1961 No. 1162.) 4d. See p. 594, *post*.
Designs (Amendment) Rules, 1961. (S.I. 1961 No. 1184.) 5d.
East of Christchurch–Tredegar Park Trunk Road (Variation) Order, 1961. (S.I. 1961 No. 1145.) 5d.
East Worcestershire Water (Bellington Pumping Station) Order, 1961. (S.I. 1961 No. 1123.) 6d.
European Free Trade Association (Greenland) Order, 1961. (S.I. 1961 No. 1186.) 4d.
Fire Services (Appointments and Promotion) (Scotland) Regulations, 1961. (S.I. 1961 No. 1127 (S. 65).) 5d.
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Leicester Water Charges (Consolidation) Order, 1961. (S.I. 1961 No. 1153.) 6d.
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London–Carlisle–Glasgow–Inverness Trunk Road (Blackwood Diversion) (Slip Road) Order, 1961. (S.I. 1961 No. 1167 (S. 68).) 5d.
London Traffic (40 m.p.h. Speed Limit) (No. 5) Regulations, 1961. (S.I. 1961 No. 1138.) 4d.
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County Borough of Brighton (No. 1). (S.I. 1961 No. 1132.) 5d.
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Stopping up of Highways Orders, 1961—*continued*
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Superannuation (Local Government and Overseas Employment) Interchange (Scotland) Amendment Rules, 1961. (S.I. 1961 No. 1156 (S. 66).) 5d.
Wages Regulation (Ostrich and Fancy Feather and Artificial Flower) Order, 1961. (S.I. 1961 No. 1130.) 8d.
West Lothian Water Board (Linhouse Water) Water Order, 1961. (S.I. 1961 No. 1157 (S. 67).) 5d.

SELECTED APPOINTED DAYS

June
26th — Wages Regulation (Hairdressing) Order, 1961. (S.I. 1961 No. 1026.)
30th — Patents and Designs (Renewals, Extensions and Fees) Act, 1961.

July
1st — Factories Act, 1959, ss. 19, 25.
First-aid (Standard of Training) Order, 1960. (S.I. 1960 No. 1612.)
Slaughter of Animals (Prevention of Cruelty) Regulations, 1958 (S.I. 1958 No. 2166), reg. 5, in certain local authority areas.
Slaughterhouses (Hygiene) Regulations, 1958 (S.I. 1958 No. 2168), Pts. I and II, regs. 19 (1), 25 (*f*) and 32, in certain local authority areas.
3rd — Matrimonial Causes (Amendment) Rules, 1961. (S.I. 1961 No. 1082.)
National Health Service Contributions Act, 1961.
Rules of the Supreme Court (No. 1), 1961. (S.I. 1961 No. 1084.)
Supreme Court Fees (Amendment) Order, 1961. (S.I. 1961 No. 1085.)
5th — Wages Regulation (Ostrich and Fancy Feather and Artificial Flower) Order, 1961. (S.I. 1961 No. 1130.)

POINTS IN PRACTICE

Questions, which can only be accepted from practising solicitors who are subscribers either directly or through a newsagent, should be addressed to the "Points in Practice" Department, The Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, London, E.C.4. They should be brief, typewritten in duplicate, and accompanied by the name and address of the sender on a separate sheet, together with a stamped addressed envelope. Responsibility cannot be accepted for the return of documents submitted, and no undertaking can be given to reply by any particular date or at all

Mortgage—Repayment by Trustees out of Capital

Q. *A* purchased Blackacre in November, 1900. *A* conveyed Blackacre to *B*, *C* and *D* in March, 1901, by way of mortgage to secure £100. *A* made his will in June, 1923, whereby he appointed *G*, *H* and *J* executors and trustees thereof and devised Blackacre to *K* for life. *A* died in August, 1929, and probate of his will was granted to *G* and *H* in February, 1930, power being reserved to *J* (*J* subsequently died without ever having exercised the power). By a vesting assent dated 31st December, 1935, *G* and *H* assented to the vesting in *K* of Blackacre upon trusts concerning the same in the will of *A* subject to the mortgage outstanding in favour of *B*, *C* and *D*. In this assent *G* and *H* were declared to be the trustees of the settlement for the purposes of the Settled Land Act, 1925. Also on 31st December *B*, *C* and *D* executed a receipt in respect of the mortgage stating that payment had been made by *G* and *H* (out of funds properly applicable to the discharge of the said mortgage); this receipt was endorsed on the mortgage and was in the form commencing: "We, *B*, *C* and *D*, hereby acknowledge, etc." No mention of *K* or his interest in the property was made in the receipt. Do you think that the provisions of s. 115 (2) of the Law of Property Act, 1925, would serve to make this receipt, having regard to its wording, effective to discharge the mortgage without effecting a transfer of the benefit of it to *G* and *H*, the intention being for *K* to be entitled to the property for life, the mortgage having been discharged out of capital?

A. As the mortgage was repaid out of capital we think that the receipt operated to discharge it and not as a transfer. Capital may properly be so applied (Settled Land Act, 1925, s. 73). In our view this is a case where the mortgage was paid off "out of capital money" within the words of s. 115 (2) and so there is no transfer.

Gift by Tenants in Common to One of Themselves

Q. *A* died in 1937, appointing *B* and *C* her executors and trustees, and giving a number of houses to *B* and *C* upon trust for *B*, *C*, *D*, *E* and *F* as tenants in common. *B*, *C*, *D* and *E* now desire to make a gift of their interest in one of these houses to *F*. Presumably this can be done without the approval of the

court, but (1) need every beneficiary be a party to the deed of gift to give his consent or can a general statement of the consent of the beneficiaries be inserted, as in a partition? (2) Some of the originals are now dead. Need the manner of devolution of their beneficial interests upon their successors be set out in the deed?

A. (1) The gift proposed will be a disposition of an equitable interest (i.e., in the proceeds of sale: ss. 34 and 35 of the Law of Property Act, 1925) subsisting at the time of the disposition, and it must therefore be in writing and signed by the persons disposing of the equitable interest: s. 53 (1) (*c*) of the Law of Property Act, 1925. Thus every beneficiary must join in the deed of gift not just to consent, but as assignors. (2) If *B* and *C* subsequently vest the legal estate in that house in *F*, in the event of *F* selling, title to *F's* equitable interest would have to be deduced. Therefore, not only will all the beneficiaries have to be joined as assignors in the deed of gift, but their entitlement to be assignors should appear by way of recital of devolution. Also *F* should be put in a position to deduce title to the equitable interest if need be, so that acknowledgment for production of probates and assets might well be given.

NOTES AND NEWS

COMMISSION FOR THE NEW TOWNS

The Commission for the New Towns (Appointed Day) Order, 1961 (S.I. 1961 No. 1162), appoints 1st October, 1961, as the date on which the Commission for the New Towns is to come into being. This is the first step in carrying out the principal objects of the New Towns Act, 1959, which provides for the establishment of the Commission and for the transfer to it of the assets and properties of the new towns, now vested in the development corporations. Each corporation is to be wound up as it reaches the stage when its main task is substantially completed.

THE RIGHT OF PRIVACY

There will be a public symposium on "The Right of Privacy" on Monday, 10th July, at 6.0 p.m., in The Law Society's Common Room, Chancery Lane, London, W.C.2, under the auspices of "JUSTICE." Speakers will include Justice William Brennan, J.R. (U.S. Supreme Court), Lord Mancroft, Lord Altrincham and Mr. Gerald Gardiner, Q.C.; chairman, Lord Justice Harman.

PREVENTION OF FRAUD (INVESTMENTS) ACT, 1958

The Board of Trade have issued a General Permission (H.M. Stationery Office, 2d.) dated 13th June, in operation on 3rd July, which lays down the conditions under which the persons described in the permission are permitted to distribute any circular containing an invitation or information with respect to securities created in pursuance of any unit trust scheme which is not an authorised unit trust scheme.

CHANGE OF ADDRESS

As from 3rd July, 1961, the headquarters of the War Damage Commission and the War Works Commission have been transferred to Eagle House, 90/96 Cannon Street, London, E.C.4. Tel.: Mincing Lane 2000. From 17th July, 1961, the city office of the War Damage Commission will be transferred to the same address.

Personal Notes

Mr. ATHELSTAN CUMMING SHEPHERD, Town Clerk of Mansfield, is to receive the freedom of the borough of Mansfield.

Obituary

Mr. BERTIE TRAYTON KENWARD, solicitor, of Bournemouth, died on 27th June, aged 79. He was admitted in 1906.

Wills and Bequests

Sir LEONARD STANISTREET HOLMES, solicitor, of Liverpool, left £62,323 net.

Mr. CHARLES EWART JEENS, solicitor, of Cheltenham, left £53,119 net.

Mr. ALBERT GEORGE VINEY, solicitor, of Whetstone, Herts, left £29,423 net.

Societies

At the annual meeting of the KEIGHLEY AND CRAVEN LAW SOCIETY on 22nd June, the following officers were elected: president, Lieut-Col. G. W. K. Butcher; vice-president, Mr. F. S. Scott; hon. secretary, Mr. A. B. Mitchell; hon. treasurer, Mr. W. B. Clarkson.

A meeting of the SOUTH LONDON LAW SOCIETY was held at The Law Society's Hall on 2nd May, under the chairmanship of its president, Mr. E. H. Philcox. The meeting was addressed by the vice-president of The Law Society, Mr. A. J. Driver, and by Mr. H. Horsfall Turner, under-secretary, The Law Society.

THE CITY OF LONDON SOLICITORS COMPANY

The annual meeting of Liverymen and Freemen of the Worshipful Company of Solicitors of the City of London was held on 22nd June at Guildhall, the Master, Mr. A. F. Steele, M.B.E., C.C., in the Chair.

In moving the adoption of the annual report of the Court, the Master said that some of those who had listened to, or read detailed reports of the speeches at the American Bar Association Conference in Washington on the purely political question of the Connolly amendment were struck by the difference between the American Bar Association and The Law Society, which in considering proposed legislation concerned itself almost entirely with application and never expressed views on political issues, although it was true that in its memoranda submitted to Royal Commissions, departmental committees and other similar bodies it did express opinions which might influence the formation of policy by the Government. No one would wish the profession here to go so far as it did, in very different circumstances, in the United States, but, as a purely personal opinion, the Master would have liked to see some extension of the critical attitude of The Law Society in the public interest. He would have liked to see the profession in the lead of the campaign for sound money and for stopping the outpouring of doles and subsidies to all and sundry irrespective of real need. These were matters which not only affected solicitors individually but affected the millions of the general public who were their clients and looked to the profession for leadership.

At the conclusion of the meeting the Master installed the Master Elect for 1961/2, Mr. Vivian E. A. Smith (Messrs. Freshfields), and he installed his Wardens, Mr. T. E. Chester Barratt, C.B.E. (Messrs. Pothecary & Barratt), and Sir Charles Norton, M.B.E., M.C. (Messrs. Norton, Rose, Botterell & Roche).

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Norwich.—ALDRIDGE & PARTNERS, 22 Surrey Street, Surveyors and Estate Agents. Tel. Norwich 28517/8.

Norwich.—CLOWES, NASH & THURGAR, Est. 1848 (H. M. Thurgar, F.A.I., R. F. Hill, F.A.L.P.A., C. M. Thurgar, A.A.I.), 6 Tombland. Tel. 27261/2.

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Sutton Coldfield.—QUANTRILL SMITH & CO., 4 and 6 High Street. Tel. SUT 4481 (5 lines).

WESTMORLAND

Kendal.—MICHAEL C. L. HODGSON, Auctioneers and Valuers, 10a Highgate. Tel. 1375.

Windermere.—PROCTER & BIRKBECK (Est. 1841), Auctioneers, Lake Road. Tel. 688.

WILTSHIRE

Bath and District and Surrounding Counties.—COWARD, JAMES & CO., incorporating FORTT, HATT & BILLINGS (Est. 1903), Surveyors, Auctioneers and Estate Agents, Special Probate Department. New Bond Street Chambers. 14 New Bond Street, Bath. Tel. Bath 3150, 3584, 4268 and 61360.

Marlborough Area (Wilts, Berks and Hants Borders). JOHN GERMAN & SON (Est. 1840). Land Agents, Surveyors, Auctioneers and Valuers. Estate Offices. Ramsbury, Nr. Marlborough. Tel. Ramsbury 361/2. And at Ashby-de-la-Zouch, Burton-on-Trent and Derby.

WORCESTERSHIRE

Kidderminster.—CATTELL & YOUNG, 31 Worcester Street. Tel. 3075 and 3077. And also at Droitwich Spa and Tanbury Wells.

Kidderminster, Droitwich, Worcester.—G. HERBERT BANKS, 28 Worcester Street, Kidderminster. Tels. 2911/2 and 4210. The Estate Office, Droitwich. Tels. 2084/5. 3 Shaw Street, Worcester. Tels. 27785/6.

Worcester.—BENTLEY, HOBBS & MYTTON, F.A.I., Chartered Auctioneers, etc., 49 Foregate Street. Tel. 5194/5.

YORKSHIRE

Bradford.—NORMAN R. GEE & HEATON, 72/74 Market Street, Chartered Auctioneers and Estate Agents. Tel. 27202 (2 lines). And at Keighley.

YORKSHIRE (*continued*)

Bradford.—DAVID WATERHOUSE & NEPHEWS, F.A.I., Britannia House, Chartered Auctioneers and Estate Agents. Est. 1844. Tel. 22622 (3 lines).

Hull.—EXLEY & SON, F.A.L.P.A. (Incorporating Officer and Field), Valuers, Estate Agents, 70 George Street. Tel. 3399/2.

Leeds.—SPENCER, SON & GILPIN, Chartered Surveyors, 132 Albion Street, Leeds, 1. Tel. 30171.

Scarborough.—EDWARD HARLAND & SONS, 4 Aberdeen Walk, Scarborough. Tel. 834.

Sheffield.—HENRY SPENCER & SONS, Auctioneers, 4 Paradise Street, Sheffield. Tel. 25206. And at 20 The Square, Retford, Notts. Tel. 531/2. And 91 Bridge Street, Worksop. Tel. 2654.

SOUTH WALES

Cardiff.—DONALD ANSTEE & CO., Chartered Surveyors, Auctioneers and Estate Agents, 91 St. Mary Street, Tel. 30429.

Cardiff.—S. HERN & CRABTREE, Auctioneers and Valuers. Established over a century. 93 St. Mary Street. Tel. 29383.

Cardiff.—J. T. SAUNDERS & SON, Chartered Auctioneers & Estate Agents. Est. 1895. 16 Dumfries Place, Cardiff. Tel. 20234/5, and Windsor Chambers, Penarth. Tel. 22.

Cardiff.—JNO. OLIVER WATKINS & FRANCIS, Chartered Auctioneers, Chartered Surveyors, 11 Dumfries Place. Tel. 33489/90.

Swansea.—E. NOEL HUSBANDS, F.A.I., 139 Walter Road. Tel. 57801.

Swansea.—ASTLEY SAMUEL, LEEDER & SON (Est. 1863), Chartered Surveyors, Estate Agents and Auctioneers, 49 Mansel Street, Swansea. Tel. 55891 (4 lines).

NORTH WALES

Denbighshire and Flintshire.—HARPER WEBB & CO., (incorporating W. H. Nightingale & Son), Chartered Surveyors, 35 White Friars, Chester. Tel. 20685.

Wrexham, North Wales and Border Counties.—A. KENT JONES & CO., F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers. The Estate Offices, 43 Regent Street, Wrexham. Tel. 3483/4.

Classified Advertisements

PUBLIC NOTICES—INFORMATION REQUIRED—CHANGE OF NAME
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APPOINTMENTS VACANT—APPOINTMENTS WANTED—PRACTICES AND PARTNERSHIPS and all other headings
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Advertisements should be received by first post Wednesday for inclusion in the issue of the same week and should be addressed to THE ADVERTISEMENT MANAGER, SOLICITORS' JOURNAL, OYEZ HOUSE, BREAMS BUILDINGS, FETTER LANE, E.C.4. CHAncery 6855

PUBLIC NOTICES

BREDBURY AND ROMILEY URBAN DISTRICT COUNCIL

ASSISTANT SOLICITOR

Applications are invited for this new appointment, at a salary within the Special Scale for Assistant Solicitors (£890–£1,245) and generally in accordance with the Scheme of Conditions of Service for local authorities' professional employees. No previous local government experience necessary. A suitable Law Society finalist may be engaged on a temporary basis at a slightly lower salary within the A.P.T. Grades pending admission.

Fuller particulars of the appointment and application form may be obtained from the undersigned. Closing date 31st July.

D. W. TATTERSALL,
Clerk of the Council.

Council Offices,
Bredbury,
Cheshire.

CHURCH IN WALES

A SOLICITOR or BARRISTER is required for administrative legal work in the office of the Representative Body of the Church in Wales at Cardiff. Applicants should be Churchmen and should have had preferably some conveyancing and trust experience.

Salary according to age and experience. Contributory pensions scheme. Apply, giving details, to the Secretary, 39 Cathedral Road, Cardiff.

NEW SCOTLAND YARD

PROSECUTING SOLICITORS on permanent staff of Solicitor's Department. Age 24–40. Starting salary £1,150 at age 24 to £1,703 at age 35 (or over). Scale maximum £1,937. Non-contributory pension. Good prospects of promotion. No previous experience required of criminal prosecutions. Particulars from Secretary, Room 165 (LA), New Scotland Yard, S.W.1.

COUNTY BOROUGH OF WIGAN

TOWN CLERK'S DEPARTMENT

APPOINTMENT OF LEGAL ASSISTANT

Applications are invited for the above appointment, at a salary within A.P.T. Grade III (£960—£1,140), the commencing salary depending upon qualifications and experience. The post is superannuable. Five-day working week in operation. Assistance with housing accommodation will be provided if required.

Local Government experience is not essential but Candidates should have at least three years' experience in conveyancing and general legal work.

Applications, stating age, education, qualifications and experience (particularly of conveyancing), together with the names of two persons to whom reference can be made, should reach the undersigned not later than 21st July, 1961.

ALLAN ROYLE,
Town Clerk.

Municipal Buildings,
Library Street,
Wigan.

BOROUGH OF WATFORD

APPOINTMENT OF LAW CLERK

Applications are invited for the established post of Law Clerk. Applicants should be able to undertake normal conveyancing work.

Local government experience an advantage, but not essential. Salary within the range £960 to £1,140, according to experience.

Housing accommodation will be considered. A five-day week is in operation.

Forms of application may be obtained from the undersigned.

Closing date 26th July, 1961.

GORDON H. HALL,
Town Clerk.

Town Hall,
Watford.
July, 1961.

SHEFFIELD REGIONAL HOSPITAL BOARD

CONVEYANCING ASSISTANT required.

General Administrative Grade, Salary £800–£1,050.

Candidates must be able to carry through conveyancing and allied transactions with minimum of supervision.

Application form (to be returned by 24th July, 1961) and further information from

" The Secretary,
Sheffield Regional Hospital Board,
Fulwood House,
Old Fulwood Road,
Sheffield, 10."

COUNTY BOROUGH OF NORTHAMPTON

ASSISTANT SOLICITOR

A.P.T. IV (£1,140–£1,310)

Post offers wide variety of experience in all branches of local government including attendance at committees, general legal work, conveyancing and advocacy.

Local government experience not essential; June finalists considered. Five-day week. Applications with names of two referees to reach me by 24th July.

C. E. VIVIAN ROWE,
Town Clerk.

Guildhall,
Northampton.

APPOINTMENTS VACANT

SOUTH-WEST Lancashire Seaside resort—Assistant solicitor capable of handling a variety of work, required by busy general practice. Applicant with some experience preferred but supervision would be given if necessary. Prospects including partnership are extremely good for the right applicant. Salary about £1,000 per annum but more for a person of ability and experience.—Box 7862, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

HORNCHURCH solicitors require conveyancing assistant (unadmitted). Must be capable of working without supervision. Salary by arrangement.—Box 7720, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR (aged approximately between 28–40) with conveyancing and general experience required by alive and expanding West End firm view early partnership. No capital required. Salary £1,500–£2,000 dependent on experience.—Box 7847, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

A SCOTTISH BANK

has several vacancies in its

TRUSTEE DEPARTMENT

in London for staff to be engaged on Trust Administration work.

Desired age group—25 to 30.

Previous experience is desired but not essential. Salary will be in accordance with age and experience.

Good conditions, pension and future prospects are offered to suitable applicants.

Please write, giving full details of experience and previous employment to Box 7824, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PROBATE managing clerk required (male or female) by South-East London Solicitors; own office; minimum supervision or as required; Stenorette system; 3 weeks' vacation; salary according to experience.—Box 7320, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

UNADMITTED experienced Conveyancing Clerk required by S.E. Essex old-established and busy firm. Permanent position. Good prospects. Write stating age, experience and salary required.—Box 7856, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

OLD-ESTABLISHED Firm Southend-on-Sea urgently require Assistant Solicitor for Conveyancing Department. Commencing Salary £850 to £900 according to experience. Recently qualified man considered. Permanent post and good prospects.—Box 7857, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

RETIRED solicitor or accountant required for about two months to re-organise records of Tenancies and Leases in Estate Agents, N. London.—Box 7864, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

RUTHIN, Denbighshire.—Assistant Solicitor required for general practice in market town, recently qualified Solicitor considered. Write stating age, experience and salary required.—Box 7844, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

EAST SUFFOLK.—Young Solicitor required, interested in Advocacy. Also to manage general work at small Branch Office.—Box 7868, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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★ Classified Advertisements ★

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APPOINTMENTS VACANT—*continued*

SOLICITOR required in Wiltshire practice to take active part in large general practice; prospect of salaried partnership for the right man; age 23 to 30. Experience in Conveyancing and Estate Development work an advantage.—Write with full details to Box 7866, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

STEVENAGE Solicitors require young Assistant Solicitor. Prospects of a partnership ultimately for a suitable applicant.—Apply Box 7835, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ASSISTANTS urgently required, qualified or unqualified, in expanding Home Counties practice. State age, experience and salary required.—Box 7823, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BERKSHIRE, Market Town. Young Clerk with conveyancing, probate and general experience required in small family practice to deal with all types of work and train as Managing Clerk. Good prospects for a man with initiative and adaptability.—Box 7826, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SENIOR CONVEYANCER (admitted or unadmitted) capable of working with little or no supervision and preferably experienced in estate development required by old established firm in South of England. Substantial and progressive salary, excellent working conditions; pension and life assurance schemes, existing holiday arrangements honoured. Assistance with housing and removal expenses if necessary.—Particulars please to Box 7834, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING Assistant required; qualified or unqualified; newly admitted solicitor would be considered; good salary for right man; pension scheme available; five-day week; apply in writing to Messrs. Slater, Heelis & Co., 71 Princess Street, Manchester, 2.

JUNIOR Assistant required by Portsmouth Solicitors.—Box 7878, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

Solicitor

A large engineering Company in the London area requires a Solicitor to take charge of its Legal Department. This is a senior appointment and the salary is unlikely to be less than £2,500 p.a.

The Solicitor, who will be on the Secretary's staff, will be responsible for advising on all legal and commercial matters, particularly those relating to agreements and contracts and to the leasing, purchasing and sale of properties. He will also be expected to take part in negotiations.

Applicants, preferably between 30 and 40, must have had a minimum of five years' legal experience and have been particularly concerned with the drafting of commercial agreements and conveyancing.

Please reply giving full details of age, education, experience and salary to Box 7877, The Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4, quoting 184. All replies will be treated in confidence.

WIMPEY

Building, Civil, Mechanical and Electrical Engineering Contractors, invite applications for the following vacancies in their Legal Department.

DEPUTY HEAD OF CONVEYANCING DEPARTMENT

A Solicitor with wide experience of Conveyancing and good knowledge of Town Planning is required for this new post; administrative ability an advantage; initial remuneration by arrangement.

Please apply, giving age, present remuneration and full details of professional experience, and marking envelope "Personal" to: W. B. Farmbrough, Solicitor, at the address below.

SOLICITOR

A Solicitor is required whose duties would involve a wide range of legal practice including common law, commercial and contract matters affecting the Group.

Applicants aged 28-35 years preferred; initial remuneration by arrangement.

Please apply, giving age and full details of education and professional experience, marking envelope "Personal" to: P. J. Ward, Solicitor, at the following address.

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The above appointments are permanent with good prospects and contributory pension fund.

SOUTHEND-ON-SEA.—**Assistant Solicitor required for expanding practice mainly conveyancing and probate. Opportunity for energetic young man. Prospects of partnership, salary by arrangement.—Write stating age and experience to Box 7116, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.**

WANTED for Solicitors' Office in Stafford:—
1. Young Male Clerk with experience in conveyancing.
2. Cashier, male or female (available beginning of August).
Give particulars of experience and salary required.—Box 7879, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PROBATE Clerk for expanding firm in East Midlands county town. £900–£1,000 per annum. Pension scheme.—Box 7880, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BRADFORD Solicitors with expanding general practice require young assistant Solicitor recently admitted with some practical experience. Excellent partnership prospects.—Apply Box 7881, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

YOUNG solicitor required for busy provincial practice with good opportunity for general experience. Commencing salary £950, or according to length of experience.—Apply Messrs. Austin & Carnley, 7 George Street West, Luton, Beds.

CONVEYANCING Clerk able to work with minimum supervision, required for Legal Department of Friendly Society.—Apply stating age, experience and salary required to R. Ledsham, Hamilton House, Mabledon Place, London, W.C.1.

OLD-ESTABLISHED Bromley, Kent, Solicitors require Conveyancing Managing Clerk. Pension Scheme.—Box 7884, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

COSTS Clerk.—Solicitors W.C.2, require Assistant in busy Costs Department. Excellent opportunity for energetic and keen young man. Very varied practice. State details of previous experience (if any) and salary required.—Box 7882, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

OLD-ESTABLISHED Bromley, Kent, Solicitors require Young Assistant Solicitor for advocacy and general work.—Box 7885, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING and probate Assistant (admitted or unadmitted) required for general practice in West Midlands. Salary £1,000 or more according to experience. Knowledge of litigation an advantage.—Box 7886, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

YOUNG Assistant Solicitor with view to partnership required by expanding West Country firm. Good salary and excellent prospects.—Apply Box 7887, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CITY Solicitors require admitted or unadmitted Conveyancing Clerk.—Write stating full particulars, Box C161, c/o Walter Judd, Ltd., 47 Gresham St., E.C.2.

SOLICITORS in Mayfair require well experienced Solicitor or Managing Clerk to take charge of conveyancing. Some litigation.—Box 7888, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LITIGATION Manager for large firm of Solicitors, W.C.2. Mainly common law. Must be capable of acting under slight supervision only. Pension and life assurance scheme. Salary £1,400 and luncheon vouchers. Write stating age and experience.—Box 7890, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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★ Classified Advertisements ★

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APPOINTMENTS VACANT—*continued*

ASSISTANT SECRETARY

The Industrial Estates Management Corporation for Wales requires a Solicitor as Assistant Secretary. The Corporation is established by the Local Employment Act, 1960, and its function is to manage Government-owned industrial estates, factories and other property in Wales.

Duties will involve a wide range of legal work and general administrative work. Part of the Corporation's legal work is done by outside solicitors.

Contributory superannuation scheme and subsidised luncheon facilities. Five-day week and generous leave entitlement. Salary A.P.T. V (£1,310–£1,480 p.a.), starting point according to experience.

Applications (marked " Assistant Secretary ") stating age and previous experience should be sent to The Secretary, Estate Office, Treforest Industrial Estate, Pontypridd, Glamorgan.

SOLICITOR Assistant for litigation department. Solicitors, Holborn. No advocacy mainly common law and commercial. Salary £1,500.—Write stating age and experience to Box 7889, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WORTHING Solicitors require Assistant Solicitor, preferably with some experience, mainly conveyancing and probate with occasional opportunities for advocacy; salary £1,250 or according to experience. Write with full details of age, education and experience.—Box 7891, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR for Probate and Trust work required by large firm, Bedford Row, as Assistant to Partner; newly admitted solicitor with ability would be considered. Interesting and varied work.—Write stating age, experience and salary required to Box 302, Reynell's, 44 Chancery Lane, W.C.2.

FYLDE Coast Resort.—Assistant Solicitor for conveyancing and probate practice. Opportunity of partnership for the right applicant.—Box 7894, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

APPOINTMENTS WANTED

(VOLUNTARILY Disbarred) Barrister reading for Solicitors Final seeks congenial engagement (Consultant?) with high class firm. Some capital available. Norfolk or Country preferred but not essential. —Box 7493, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ACCOUNTANT, early thirties, A.C.I.S., A.T.I.I., wishes to assist firm of Solicitors with their Trust Accounts, Company Secretarial and clients' personal Taxation affairs on a part-time basis.—Box 7893, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

UNADMITTED Managing Clerk, experienced in conveyancing, probate and administration, etc., seeks position in S.E. Cheshire or North Staffordshire area. Minimum salary required £1,000 per annum.—Box 7895, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR (admitted 1934), Commissioner, public school, extensive experience, seeks responsible position in London area where industry and ability will be appreciated.—Box 7896, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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EXPANDING active Solicitors (S.W.1) interested in effecting amalgamation with small to medium sized firm for mutual advantage. Excellent offices. Separate identities can be preserved.—Box 7853, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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CHARTERED Accountant, F.C.A., sole practitioner, requires accommodation address with occasional use of office in City or West End.—Box 7788, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

MESSRS. Timmis & Fisher will be pleased to supply details of available office accommodation at Frimley, near Camberley, where there is excellent scope for a Solicitors' office in a rapidly expanding area. For particulars apply —Timmis & Fisher, Maybury House, Frimley, Surrey. Camberley 2292.

WIMPOLE STREET, W.1

OFFICE suite to let. 2,033 sq. ft. Lease: 13 years. Rent: £2,500 p.a. ex. Professional office user.–Apply: Elliott, Son & Boyton, 86/87 Wimpole Street, London, W.1. Tel.: WELbeck 8191.

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Classified Advertisements

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VALUATIONS—*continued*

REVERSIONS, LIFE POLICIES, ANNUITIES and UNQUOTED SHARES.—H. E. Foster and Cranfield, 6 Poultry, E.C.2, specialise in the valuation of these interests for probate purposes. Established 1843.

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DAVIS OF PORT STREET, PICCADILLY, MANCHESTER, 1.—For fine furniture at manufacturers prices. Walk round our three large showrooms, which are open daily until 6 p.m. (Wednesday and Saturday included). We are stockists of all the latest designs of furniture, carpets, mattresses, divans. 10-year guarantee. Also all domestic electrical equipment, etc. Special concession and credit facilities to members of the legal profession. Write to us for whatever you want—we can supply. No other introduction required. Tel.: CEN 0638.

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CHAncery 7509
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333 HIGH HOLBORN, W.C.1

CARRINGTON & CO., LTD., will give best prices for items of Jewellery, Silver and Gold sent for offer, or our representative will call to estimate for larger quantities. Valuations for Probate, Insurance, etc. 130 Regent Street, London, W.1.—Tel.: REG. 3727.

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AN expanding Company in retail motor distribution wishes to acquire further businesses situated in London, Surrey, Sussex, Kent and Hampshire. An immediate decision can be given on purchase for retirement or executors sales. Management can remain or receive compensation.—Details in strict confidence to Box 7854, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

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